United States

Circuit Court of Appeals

For the Ninth Circuit.

LOUIS M. COLE,

Appellant,

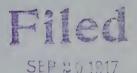
VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Appellee.

Transcript of Record.

Upon Appeal from the United States District Court for the Southern District of California, Southern Division.





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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original record are printed literally in italic; and, likewise, cancelled matter appearing in the original record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italics the two words between which the omission seems to occur.]

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In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Citation.

United States of America—ss.

To Ed. G. Hookstratten Cigar Company, a Corporation, Greeting:

You are hereby cited and admonished to be and appear at the United States Circuit Court of Appeals for the Ninth Circuit, to be held at the city of San Francisco, in the state of California, on the 2nd day of July, 1917, pursuant to an order allowing an appeal in the clerk's office of the District Court of the United States for the Ninth Judicial Circuit, in and for the Southern District of California, Southern Division, in that certain suit in equity numbered C-3, wherein you are defendant and appellee, and Louis M. Cole is the plaintiff and appellant, to show cause, if any there be, why the order or decree of said court made and entered on the 4th day of December, 1916, against said appellant in said order allowing appeal mentioned, should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Benjamin F. Bledsoe, United States District Judge, for the Southern District of California, of the Ninth Judicial Circuit, this 4th day of June, 1917.

BENJAMIN F. BLEDSOE,

United States District Judge, for the Southern District of California.

Due service and receipt of a copy of the within citation is hereby admitted this 6 day of June, 1917.

ED. G. HOOKSTRATTEN CIGAR CO., Inc.

[Endorsed]: Original. No. In Equity C-3. In the District Court of the United States, in and for the Southern District of California, Southern Division. Louis M. Cole, complainant, vs. Ed. G. Hookstratten Cigar Company, a corporation, defendant. Citation. Filed June 8, 1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Westall and Wallace, attorneys at law, Suite 516 Trust & Savings Bldg., Los Angeles, F 5683, Main 8508, attorneys for plaintiff.

In the District Court of the United States for the Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY (a Corporation),

Defendant.

No. Equity C 3.

Bill of Complaint.

To the Judges of the District Court of the United States, Southern District of California:

Your orator, Louis M. Cole, a citizen of the United States, and of the state of California, residing in the city of Los Angeles, in said state, brings this his bill of complaint against the Ed. G. Hookstratten Cigar Company, a corporation, duly organized and existing under and by virtue of the laws of the state of California, having its principal place of business, and carrying on business, in the city of Los Angeles, state of California, and a citizen of said state, and, thereupon your orator complains and says:

I.

That the grounds upon which the court's jurisdiction depends in this cause is that this is a suit in equity arising under the patent laws of the United States.

II.

That heretofore and prior to the 8th day of August, 1911, your orator, Louis M. Cole, was the original, first and sole inventor of a certain new and useful label not known or used by others before his invention or discovery thereof, and not patented or described in any printed publication in the United States of America, or in any foreign country before his invention or discovery thereof, or more than two years prior to his application for letters patent thereon in the United States, and not in public use or on sale in the United States of America for more than two years prior to his said application for letters patent of the United States thereon, and which had not been abandoned; and your orator avers that no application for any foreign letters patent on said invention has ever been filed by your orator, or any one in privity with him.

III.

That your orator being the original, first and sole inventor of said label, to-wit: on the 8th day of August, 1011, made application in writing in due form of law to the commissioner of patents of the United States of America in accordance with the then existing laws of the United States in such cases made and provided, and complied in all respects with the conditions and requirements of said law; that thereafter such proceedings were duly and regularly had and taken in the matter of such application, that on, to-wit: the 4th day of March, 1913, letters patent of the United States #1,054,826 were duly and regularly granted, issued and delivered by the government of the United States to your orator, whereby there was granted and secured to your orator, his heirs and assigns for the full term of seventeen (17) years from and after the said 4th day of March, 1913, the sole and exclusive right to make, use, and vend the said invention throughout the United States and territories thereof; that the said letters patent were duly issued in due form of law, under the seal of the United States Patent Office, duly signed by the acting commissioner of patents, all as will more fully appear from a certified copy of said original letters patent, which your orator is ready in court to produce as may be directed by this honorable court, and that prior to the grant and issuance of said letters patent all proceedings were taken which were required by law to be had and taken prior to the issuance of letters patent for new and useful inventions.

IV.

That said last mentioned letters patent #1,054,826,

were inoperative by reason of an insufficient and defective specification, and that the error arose through inadvertence, accident and mistake, and without any fraudulent or deceptive intention.

V.

That your orator, thereafter, on the 26th day of December, 1914, filed with the commissioner of patents his petition in due and proper form, for a reissue of said original letters patent #1,054,826, complying in all respects with the law relative to applications for the reissue of letters patent, and among other things accompanying said application for a reissue of said original letters patent with an offer to surrender the same, whereupon the commissioner of patents on the 26th day of October, 1915, caused new letters patent in due and proper form for the same invention, and in accordance with said corrected specification, to be issued to your orator for the unexpired term of said original letters patent (which your orator then and prior thereto surrendered in consideration of the issue of said reissued letters patent), which said reissued letters patent were numbered 14,000 and granted to your orator Louis M. Cole, all as will more fully and at large appear from the original reissued letters patent which your orator is at all times ready and willing in court to produce as may be directed by this honorable court.

VI.

That the trade and public have generally respected and acquiesced in the validity and scope of said reissued letters patent #14,000 and in the exclusive rights of your orator therein and thereunder, and save and except for the infringement thereof by defendant, as hereinafter set forth, your orator has had and enjoyed the exclusive right of manufacturing, selling and using labels embodying and containing the invention described in and set forth and claimed in said reissued letters patent #14,000, and, but for the wrongful and infringing acts of defendant as hereinafter set forth, your orator would now continue to enjoy the said exclusive rights, and the same would be of great benefit and advantage to your orator.

VII.

Your orator further shows unto Your Honors that notwithstanding the premises, but well knowing the same and without the license and consent of your orator, and in violation of said letters patent and each of them, and of your orator's rights thereunder, the defendant herein, Ed. G. Hookstratten Cigar Company, a corporation, has at divers times since the issuance of said letters patent, in the Southern District of California, Southern Division, to-wit: in the county of Los Angeles, state of California, and elsewhere, used and sold to others to be used, and is now using and selling to others to be used, labels embodying and embracing the invention described, claimed and patented in and by said reissued letters patent, and particularly by claims 2 and 3 thereof, and is infringing upon the exclusive rights secured to your orator by virtue of said letters patent, and that the labels so used and sold by the said defendant were infringements of said letters patent, and each of the labels so used and sold by said defendant contained in it the said patented invention, and that although often requested so to do, defendant refuses to cease and desist from the infringement

aforesaid, and is now using and selling and causing to be used and sold labels containing and embracing said patented invention, and threatens to continue so to do, and will continue so to do unless restrained by this court, and is realizing, as your orator is informed and believes, large gains, profits and advantages, the exact amount of which is unknown to your orator, and your orator prays discovery thereof; and by reason of the premises and the unlawful acts of the defendant aforesaid, your orator has suffered and is suffering great and irreparable injury and damage.

To the end, therefore, that the defendant may, if it can show why your orator should not have the relief herein prayed and may according to the best and utmost of its knowledge, recollection, information and belief, but not under oath (answer under oath being hereby expressly waived), full, true and perfect answer make, to all and singular the matters and things hereinbefore charged; and your orator prays that upon the final hearing and trial of this cause that a perpetual injunction be granted enjoining and restraining the defendant, its agents, servants and employees, and each of them, from making, using or selling, or causing to be made, used or sold, labels, or packages carrying labels embodying the patent invention set forth and described in said reissued letters patent.

That it be ordered, adjudged, and decreed that complainant have and recover from the defendant, its profits realized by the defendant and damages suffered by your orator from and by reason of the infringement by said defendant of said reissued letters patent #14,000, together with the costs of suit, and that plaintiff may

have such other and further relief as to the court shall seem meet.

LOUIS M. COLE,

Plaintiff.

JOSEPH F. WESTALL,

Solicitor and of Counsel for Plaintiff.

[Endorsed]: Original No. C 3 Eq. United States District Court, Southern District of California. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Company (a corporation), defendant. Bill of complaint. Filed Dec. 14, 1915. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Joseph F. Westall, attorney at law, 639 Wesley Roberts Building, Los Angeles, Cal., A 1493, Main 3551.

In the District Court of the United States, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY (a Corporation),

Defendant.

No. Equity C-3.

Answer of Ed. G. Hookstratten Cigar Company, Defendant.

This defendant now and at all times hereafter saving and reserving unto itself all and all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and imperfections in said bill of complaint contained, for answer thereto, or to so much and such parts thereof as it is advised it is material or necessary for it to make answer unto, answering says:

I.

This defendant denies each and every allegation in said bill of complaint contained, except as the same are hereinafter admitted, or specifically answered.

II.

This defendant admits that it is a corporation duly organized and existing under and by virtue of the laws of the state of California, having its principal place of business and carrying on business in the city of Los Angeles, state of California, and a citizen of that state within the meaning of the statute. This defendant denies that prior to the 8th day of August, 1911, Louis M. Cole was the original, first and sole inventor of a certain new and useful label; denies that the said alleged new and useful label was not known or used by others before his alleged invention or discovery and not patented or described in any printed publication in the United States of America, or in any foreign country before his alleged invention or discovery, or more than two years prior to his application for letters patent thereon in the United States and denies that the same was not in public use or on sale in the United States of America for more than two years prior to his said application for letters patent of the United States and denies that the same had not been abandoned.

III.

This defendant admits that on the 8th day of August, 1911, complainant made application in writing to the commissioner of patents of the United States and that

on the 4th day of March, 1913, United States letters patent No. 1,054,826 were issued and delivered to the complainant; but whether or not said application was in due form of law, or applicant complied in all respects with the conditions and requirements of the law, this defendant is not informed and leaves complainant to his proof thereof.

IV.

This defendant denies that letters patent No. 1,054,826 were inoperative by reason of any insufficient and defective specification, or that any error arose through any inadvertence, accident or mistake and without any fraudulent or deceptive intention.

V.

This defendant admits that on the 26th day of December, 1914, complainant filed his petition with the commissioner of patents for a reissue of said original letters patent No. 1,054,826 and that on the 26th day of October, 1915, new letters patent for said alleged invention No. 14,000 was granted to the complainant; but this defendant denies that said complainant complied in all respects with the laws relative to the reissue of letters patent and avers that said reissue letters patent is invalid as a proper reissue.

VI.

This defendant denies that the public have generally respected and acquiesced in the validity and scope of said reissue letters patent No. 14,000 and in the alleged exclusive rights of the complainant therein, save and except for the alleged infringement thereof by this defendant; denies that the complainant has had and enjoyed the exclusive right of manufacturing, selling

and using labels embodying and containing the alleged invention described in and set forth and claimed in said reissue letters patent No. 14,000.

VII.

This defendant denies that it has at divers times since the issuance of said letters patent in the Southern District of California, Southern Division, or elsewhere, used and sold to others to be used and is now using and selling to others to be used, labels embodying and embracing the alleged invention described, claimed and pretended to be patented in and by said reissue letters patent, and particularly by claims 2 and 3 thereof; denies that it is infringing upon all or any exclusive rights secured by the complainant by virtue of said letters patent; denies that the labels used by this defendant are or were infringements of said letters patent and that each of the labels so used and sold by this defendant contained in it the said alleged patented invention; denies that it has often been requested to cease and desist from the alleged infringing acts and that it is now using and selling and causing to be used and sold labels containing and embracing said alleged patented invention, but admits that it will continue to use the labels heretofore used by it until restrained by this honorable court; defendant denies that it is realizing large gains, profits and advantages by reason of any unlawful acts and denies that the complainant has suffered and is suffering great and irreparable injury and damage by reason of its acts.

VIII.

Defendant further answering denies that the said Louis M. Cole was the original and first inventor of the said pretended or alleged improvements in labels described and claimed in said original letters patent No. 1,054,826, or the reissue thereof No. 14,000, and charges that the said reissue letters patent are void, or if not void are limited in scope for the reason that the principles and combination and every material and substantial part thereof, described and claimed therein as new, were prior to any pretended invention of the same by the said Louis M. Cole, or more than two years prior to the date of his application for either original or reissue letters patent, shown, described and claimed in the following letters patent, to-wit:

No. 131,693, C. Federici-Martorana, Sept. 24, 1872;

No. 139,308, Allan E. Francis, May 27, 1873;

No. 207,813, H. A. Mann, Jr., Sept. 10, 1878;

No. 257,136, J. Livor, Apr. 25, 1882;

No. 260,055, A. Schwarzschild, June 27, 1882;

No. 294,858, D. Dick, Mar. 11, 1884;

No. 355,721, A. Schemmel, Jan. 11, 1887;

No. 371,144, F. Koewing, Oct. 4, 1887;

No. 418,122, B. Glick, Dec. 24, 1889;

No. 527,687, C. Hernsheim, Oct. 16, 1894;

No. 566,761, S. B. Hosmer, Sept. 1, 1896;

No. 578,883, E. U. Kimbark, Mar. 16, 1897;

No. 580,707, J. O'Meara, Apr. 13, 1897;

No. 581,494, H. E. Schwab, Apr. 27, 1897;

No. 589,406, A. & L. Braly, Sept. 7, 1897;

No. 626,568, Rowland & Harrison, June 6, 1899;

No. 643,772, W. E. Mayo, Feb. 20, 1900;

No. 709,464, Broach, et al., Sept. 23, 1902;

No. 814,592, H. B. Duane, Mar. 6, 1906;

No. 823,008, I. H. Vendig, June 12, 1906;

No. 1,004,055, Martin, et al., Sept. 26, 1911; British patent No. 14,388, of 1892.

IX.

This defendant further answering avers that said reissue letters patent are invalid as proper reissue letters patent by reason of the claims thereof having been broadened.

X.

This defendant further answering says that the said original letters patent No. 1,054,826, and the reissue thereof No. 14,000, are each null and void because said Louis M. Cole was not the first and original inventor thereof, but that prior to his alleged invention thereof or more than two years prior to the date of his original application therefor, the same, or substantially the material parts thereof, had been made or invented and were known to and publicly used by the following named parties at the following named places, to-wit:

Wm. Wrigley, Jr., Chicago, Illinois;
Nelson J. Buck, Chicago, Illinois;
James C. Cox, Chicago, Illinois;
Wm. Wrigley, Jr., Company, Chicago, Illinois;
Zeno Manufacturing Co., Chicago, Illinois;
Kirkman & Son, Brooklyn, New York;
B. T. Babbitt, New York City, N. Y.;
Standard Milk Premium Stores, Boston, Mass.;
Swift & Co., Chicago, Ill.;
Colgate & Co., New York City, N. Y.;
The Globe Soap Co., Cincinnati, O.;
The Lekko Soap Co., Chicago, Ill.;
N. K. Fairbank Co., Chicago, Ill.;
Proctor & Gamble Co., Cincinnati, O.;

Wilson Distilling Co., Baltimore, Md.; Lantry Bros. & Co., Buffalo, N. Y.; James S. Kirk & Co., Chicago, Ill.

The prior use by all the above named parties having taken place in the city set opposite each name; and to others at present unknown to this defendant, but whose names and addresses, when discovered, it prays leave to insert by amendment.

XI.

This defendant denies that the pretended invention and improvements as described and claimed in said letters patent reissue No. 14,000, and particularly claims 2 and 3 thereof, exhibit any patentable subject-matter in view of the state of the art as the same existed at the date of said pretended invention, but, on the contrary, it avers that said pretended invention or improvements, is and are deficient in patentable quality and exhibit that which is the result of mere selection or mechanical skill as distinguished from the exercise of the inventive faculty.

XII

This defendant avers that the said pretended invention or improvements described and claimed in said reissue letters patent No. 14,000, and particularly claims 2 and 3 thereof, are not in fact mechanical combinations within the meaning of the patent law, but are mere aggregations of devices old in the art, each of which continues to perform its appropriate functions without modification from its association with other elements pretended to be combined with it.

XIII.

This defendant further avers that prior to the grant-

ing of reissue letters patent No. 14,000 it was selling and offering for sale the precise form of label which it is now selling and offering for sale.

XIV.

This defendant further answering denies that the complainant is entitled to any accounting whatsoever for damages or profits and prays the same advantage of the foregoing answer as if it had pleaded the several matters and things aforesaid to the bill of complaint material or necessary to make answer unto, and if there is any other matter, cause or thing in said bill of complaint necessary for said defendant to make answer unto, and not herein well and sufficiently answered, confessed, traversed, avoided or denied, says the same is not true, to the knowledge and belief of this defendant; all of which matters and things this defendant is ready and willing to aver, maintain and prove as this honorable court shall direct; and the defendant prays to be hence dismissed with its costs and charges in this behalf most wrongfully sustained.

ED. G. HOOKSTRATTEN CIGAR CO.,

(Seal) By W. A. Pickarts, Secretary.

C. HUGHES JORDAN,

JAMES R. OFFIELD,

Solicitors for Defendant.

JAMES R. OFFIELD,

Of Counsel for Defendant.

[Endorsed]: Equity C 3. U. S. District Court, Southern Dist. of California, Southern Division. Louis M. Cole vs. Ed. G. Hookstratten Cigar Co. Answer of defendant. Received a copy of the within answer this 3rd day of January, 1916. Joseph F. Westall,

solr. & of counsel for complt. Filed Jan. 3, 1916. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. C. Hughes Jordan, Suite 821 Herman W. Hellman Bldg., Los Angeles, Cal. James R. Offield, patents, trade marks, copyrights, Monadnock Block, Chicago.

In the District Court of the United States, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR CO., Defendant.

In Equity C-3.

Final Decree.

This cause came on to be heard at the July term of the said court in the year 1916, and was argued by Joseph F. Westall, counsel for complainant, and James R. Offield, counsel for the defendant; thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:

That reissue letters patent No. 14,000, dated October 26th, 1915, to Louis M. Cole, being the letters patent referred to in the bill of complaint herein, are good and valid as respects the second and third claims thereof;

That the said Louis M. Cole was the first and original inventor and discoverer of the improvements in labels described and claimed in claims 2 and 3 of said letters patent and the specifications annexed thereto

and that the said Louis M. Cole is the sole owner of said patent;

That the said Ed. G. Hookstratten Cigar Co., the defendant herein, does not infringe either of said claims 2 and 3 of said letters patent, or the exclusive rights of the complainant under the same; that is to say, selling and using labels alleged to embody the said invention and improvement, patented as aforesaid, as charged in the bill of complaint.

And it is further ordered, adjudged and decreed that the defendant do recover of the complainant its costs, charges and disbursements in this suit to be taxed.

BENJAMIN F. BLEDSOE,

District Judge.

Los Angeles, California, December 4, 1916. O. K. as to form.

> JOSEPH F. WESTALL, Solr. and of Counsel for Pltff.

Decree entered and recorded December 4, 1916. Wm. M. Van Dyke, clerk; by T. F. Green, deputy.

[Endorsed]: In Equity C-3. In the District Court of the United States, Southern District of California, Southern Division. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Co., defendant. Final decree. Filed Dec. 4, 1916. Wm. M. Van Dyke, clerk; by T. F. Green, deputy. James R. Offield, C. Hughes Jordan, 718 Investment Building, Los Angeles, Calif., attorneys for defendant. Ent. Eq. Jl. 4 P. 128.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Opinion of the Court.

Bledsoe, J. (Orally.)

"Well, there is not very much room for dispensing what might be termed real justice between parties in patent proceedings. The question is: What has the government given the patentee a right to, or monopoly of, and whether or not anyone who has manufactured something in the similitude of that device, or object, or instrumentality has infringed.

Now, as I read this patent and construe it, together with all of the facts and circumstances that seem to be involved, which I think the court is called upon to consider in construing what the patent office comprehended Mr. Cole should be granted a monopoly of, I can't relieve my mind from the feeling that it was intended that he should be granted a patent and granted a monopoly with respect to a label upon a package or container which had placed upon it in some way on the outside, so it could easily be seen, a line which would indicate where the label might be severed so as to retain in its entirety and in its integrity the printed matter on the inside of the label. The object was to preserve that from the knife for whatever purpose it

might be required, either because it was to provide a purchaser some kind of a premium, or give him some information, and I think without question that it hinges around the use of the word "sever" on the label.

The Star Milk label is very similar to the label of the plaintiff, except that there is no indication on the outside where you should sever the paper, no precise indication, and thereby protect the matter on the inside. What information is given is with respect to where you should sever it so as not to affect or interfere with the rights to be obtained by reason of the premium which was to be secured from the printing on the outside of the label. In other words, the writing on the inside did not have anything to do with the information to be acquired by him who would profit thereby. That differentiates it from the label of Mr. Cole, because in his case the useful information, what the person who would sever the label was going to inquire about, was hidden, contained on the inside of the label. Therefore, he wanted to know with some certainty or definiteness as to where he might cut the label, sever it, so that he would not impair, or lessen, or minimize the valuable information contained on the inside of the label.

Now, that seems to be the reason for the granting of the patent in that particular behalf. The prior art then would seem to have been the situation where the improvement made was provided with a line along which the label could be cut in order that the hidden information might be secured in its entirety. That seems to be the situation. Now. this Wrigley's Spearmint Gum label, really in its substantial aspects is not

very much different from the old fashioned soap label with which we have been confronted for years gone by. It is impossible to state whether these soap labels were placed around the soap, whether it is one bar of soap, or five pieces of chewing gum, I do not suppose would make any difference. There is nothing in that that would be a matter of any consequence, whether it was placed around there and folded. The Wrigley container is not folded, except as it is folded around the article, obviously secured by mucilage; nothing to show whether the soap wrapper may have had mucilage on it or not. It is impossible to determine; I do not suppose that would be a feature of any moment. principal fact is that it should be indicated, that it should be removed without harming the thing of value that might have been on the inside and in all substantial aspects, that is accomplished by the Derby Soap wrapper, at least, which merely indicates on the exterior surface that you are to save this wrapper. Now, the Wrigley wrapper says "This wrapper is a United Profit-Sharing Coupon, as stated on the back. this complete wrapper. Remove carefully. Pull back here." Now, the "remove carefully," is, of course, an admonition that is not patentable, probably, and is a useless admonition. The only possible invasion of the patented rights would be in the use of the phrase "Pull back here," and in my judgment there is nothing that has been accomplished by the plaintiff with respect to his wrapper that makes this Wrigley wrapper an infringement of his invention and improvement, because I think in its essential aspects the Wrigley wrapper is similar to the soap wrappers. They are to be

pulled back, might be broken, probably would be broken if they did not have the "Remove carefully" on there. But even in the face and presence of that, they might be broken and the interior surface disfigured and rendered useless more or less, but the distinct difference, in so far as there may be a distinct difference,—it is a small matter, but then these are all small matters, the distinct difference is that Mr. Cole's patent provides a label which should be cut along a line in order to preserve the integrity of the concealed matter beneath, and I am of the belief under the evidence that this is not an infringement, and it will be so adjudged.

[Endorsed]: Original. No. C-3 in Equity. In the District Court of the United States, in and for the Southern District of California, Southern Division. Louis M. Cole, complainant, vs. Ed. G. Hookstratten Cigar Company, a corporation, defendant. Opinion of the court. Filed May 11, 1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Westall and Wallace, attorneys at law, Suite 516 Trust & Savings Bldg., Los Angeles, F 5683, Main 8508, attorneys for plaintiff.

In the District Court of the United States, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, Defendant.

No. Equity C-3.

Stipulation.

It appearing that the defendant in paragraph X of its answer has set up the names of certain corporations

and individuals alleged to have publicly used certain forms of labels prior to the filing date of original letters patent No. 1,054,826 filed August 8, 1911, said original letters patent being reissued October 26, 1915, No. 14,000; and,

It further appearing that the defendant has served notice and procured an order of court for the taking of testimony to prove the use of labels by the corporations and individuals whose names are set forth in paragraph X of its answer, and it further appearing that much time and money can be saved the respective litigants by entering into a stipulation whereby complainant admits certain facts which the defendant believes can be unquestionably proven,

It is, therefore, stipulated and agreed between counsel for the respective parties that the following described labels were in universal public use throughout the United States, or large areas thereof, by the respective manufacturers whose names appear upon the various labels, prior to January 1st, 1908, and that this stipulation shall have the same force and effect as evidence as if each one of the specific labels herein identified and referred to had been completely proven by full proof to have been in public use prior to January 1st, 1908. The labels stipulated are as follows:

"Star Brand" condensed milk label publicly used by Borden's Condensed Milk Company and Borden's Premium Co., Incorporated, of the city of New York, in the state of New York, and elsewhere in the United States prior to January 1, 1908;

Kirkman's "Borax Soap" label publicly used by Kirk-

man & Son of Brooklyn, N. Y., used in the state of New York and elsewhere through the United States prior to January 1, 1908;

Colgate & Co.'s "Octagon" soap label publicly used by Colgate & Co., of New York City, used in the state of New York and elsewhere throughout the United States prior to January 1, 1908;

B. T. Babbitt's "Best" soap label publicly used by B. T. Babbitt of New York City and used extensively throughout the United States prior to January 1st, 1908;

Proctor & Gamble's "Star" soap label publicly used by Proctor & Gamble Company of Cincinnati, O., through the state of Ohio and generally throughout the United States prior to January 1, 1908;

Proctor & Gamble's "Derby" soap label publicly used by Proctor & Gamble Company of Cincinnati, O., throughout the state of Ohio and generally throughout the United States prior to January 1, 1908;

Proctor & Gamble's "Gold" soap label publicly used by Proctor & Gamble Company of Cincinnati, O., throughout the state of Ohio and generally throughout the United States prior to January 1, 1908;

Proctor & Gamble's "Satin Gloss" soap label publicly used by Proctor & Gamble Company of Cincinnati, O., throughout the state of Ohio and generally throughout the United States prior to January 1, 1908;

Swift & Co.'s "Classic" soap label publicly used by Swift & Co., of Chicago, Illinois, throughout the state of Illinois and generally throughout the United States prior to January 1, 1908;

It is further stipulated that the "Star" brand con-

densed milk label was publicly used upon the common form of condensed milk tin or container, the same encircling the container and glued at the meeting ends.

It is further stipulated that the Zeno Manufacturing Company of Chicago, Illinois, publicly used, prior to January 1, 1908, labels such as hereto attached to this stipulation wherein an adhesive was so applied near the meeting ends of the labels as to leave one edge free whereby the label might be readily removed by pulling back the free edge.

It is further stipulated and agreed that Wm. Wrigley, Jr., Company of Chicago, Illinois, publicly used prior to January 1, 1908, labels adapted to be wrapped around five sticks of chewing-gum and having their meeting edges secured together by means of an adhesive which was applied behind one of the edges so as to leave a free edge whereby the label might be readily removed from the package. It is further stipulated, however, that in so far as the Wrigley label is concerned, this company did not, prior to January I, 1908, employ a label with a coupon or profit-sharing certificate printed upon the inside thereof, nor did it print a label with the words "Remove carefully. Pull back here" printed thereon. A package of chewinggum containing a label as used by Wm. Wrigley, Jr., Company prior to January 1, 1908, is hereto attached to this stipulation, it being admitted, however, by the defendant that such prior label was not in coupon form as above noted.

It is further stipulated that the photo copies of the labels above referred to used by the various soap manufacturers and Borden's Condensed Milk Company, are true copies of the original labels which will be produced at the hearing of said cause by defendant's counsel.

> JOSEPH F. WESTALL, Counsel for Complainant. JAMES R. OFFIELD, Counsel for Defendant.

Chicago, Ill., June 19, 1916. Approved. BLEDSOE, J.

[Endorsed]: In the District Court of the United States, Southern District of California, Southern Division. No. Equity C-3. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Company, defendant. Stipulation (as to evidence). Filed Jun. 30, 1916. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. James R. Offield, patents, trade marks, copyrights, Monadnock Block, Chicago.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Statement of Proceedings and Evidence on Appeal Under Equity Rule 75.

Los Angeles, California, Friday, November 17, 1916; 2:50 p. m.

Appearances:

For plaintiff: Joseph F. Westall, Esq.

For defendant: James R. Offield, Esq., C. Hughes Jordan, Esq.

Mr. Westall (after opening statement): "We offer in evidence a copy of the Cole reissue patent No. 14,000, dated October 26, 1915. I understand that counsel will stipulate that uncertified copies of patents may be introduced in evidence with the same force and effect as the originals, or duly certified copies.

Mr. Offield: By both parties.

Mr. Westall: Yes, by both parties.

Mr. Offield: Surely.

Mr. Westall: We introduce this in evidence as Plaintiff's Exhibit 1.

The Court: Is that your reissue?

Mr. Westall: That is the reissue patent.

The Court: Claim 3 under the reissue patent seems to be precisely as it is on your original patent.

Mr. Westall: No, Your Honor. I think you have the reissue. Claim 3 is a new claim. The original patent has not been offered in evidence and will not be because we are not suing on the original patent.

The Court: I thought this offered in evidence was the original, but this is the reissue?

Mr. Westall: This is the reissue.

The Court: Oh, I see.

Mr. Westall: We offer in evidence a package marked "Wrigley's Spearmint Chewing Gum,"—

The Court: That reissue of patent, I suppose, is Plaintiff's Exhibit 1.

Mr. Westall (indicating assent and continuing)—

which we understand counsel stipulates, is one of the defendant's packages made, used and sold, containing the label described in the complaint, used and sold prior to the institution of this suit; is that correct?

Mr. Offield: That is correct, yes.

The Court: It will be Plaintiff's Exhibit 2.

Mr. Westall: I believe that is our case.

Mr. Offield: I should like to offer in evidence in behalf of the defendant the file history of the original patent, patent No. 1,054,826, to Louis M. Cole, dated March 4, 1913, this file history, together with the file history of the reissue patent No. 14,000, to Louis M. Cole, reissued October the 26th, 1915, are both uncertified copies of the file histories of these two patents, and they are offered subject to correction by the filing of certified copies, if any correction is necessary. I ask that the file history of the original patent be marked Defendant's Exhibit No. 1 and that the file history of the reissue patent be marked Defendant's Exhibit No. 2.

Mr. Westall: They may be admitted.

The Court: Or A and B? Mr. Offield: A and B.

Mr. Westall: Plaintiff stipulates that the documents referred may be admitted, with the privilege of being corrected, if they are found inaccurate. We haven't had an opportunity to examine them and they are uncertified.

The Court: That is perfectly agreeable?

Mr. Offield: That is perfectly agreeable, Your Honor. Also copy of letters patent 371,144 of October

4, 1887, as Defendant's Exhibit C. Copy of patent No. 7094—

The Court: What number was that last one?

Mr. Westall: C.

The Court: The number of the patent.

Mr. Offield: 371,444 of October 4, 1887. Patent No. 709,464 of September 23, 1902, offered as Defendant's Exhibit D; patent No. 643,772 of February 2, 1900, Defendant's Exhibit E. Patent No. 418,122 of December 24, 1889. Defendant's Exhibit F; patent No. 1,004,055 of September 26, 1911, Defendant's Exhibit G; No. 814,592 of March 6, 1906, Defendant's Exhibit H; No. 566,761 of September 1, 1896, Defendant's Exhibit I; No. 589,406 of September 7, 1897, Defendant's Exhibit I. In addition to these patents, Your Honor, and stipulation—first, an order of court was obtained to take the testimony of quite a large number of witnesses—prior use witnesses, and that order of court was granted and notice thereupon served upon complainant's counsel for the taking of this testimony at several places in the east. A short time before the taking of that testimony complainant's counsel offered to stipulate this evidence. I prepared a stipulation setting forth what the evidence was in these various prior use instances, and I furnished complainant's counsel with photographic copies of each original label which I had in my possession, photographic copies being filed with the stipulation at the time. The stipulation provided that—"Stipulated that the photo copies of the labels above referred to, used by the various soap manufacturers and Borden's Condensed Milk Company are true copies of the labels which will be

produced at the hearing of said cause by defendant's counsel," and I wish to offer in evidence to complete that stipulation the following original labels:

Borden's Condensed Milk Company label, as Defendant's Exhibit K.

Colgate & Company, octagon label, as Defendant's Exhibit L.

Kirkman's Borax Soap label, as Defendant's Exhibit M.

Babbit Soap label, as Defendant's Exhibit N.

Proctor & Gamble Star Soap label, Defendant's Exhibit O.

Proctor & Gamble Derby Soap label, Defendant's Exhibit P.

Proctor & Gamble Gold Soap label, Defendant's Exhibit Q.

Proctor & Gamble Satin Gloss Soap label, Defendant's Exhibit R.

Swift & Company Classic Soap label, Defendant's Exhibit S.

In addition to this evidence, the stipulation provides that the Zeno Manufacturing Company of Chicago, Illinois, publicly used prior to January 1, 1908, labels such as hereto attached to this stipulation, where an adhesive was so applied to the wrapper whereby the label might be readily removed by pulling back the free edge. I have with me the witness who was an officer of the Zeno Manufacturing Company for a large number of years, and I wanted to place this one witness on the stand to prove, first, that the Zeno Manufacturing Company for more than fifteen years have used the label as applied in this package. That

is, with the end of the label extending beyond the edge of the package so as to facilitate the removal of the lahel; second, to prove that the label used by the Zeno Manufacturing Company, while it did not have any printed matter, whatsoever, on the inside of the label, that the label itself, however, was used as a coupon and redeemable as such. I have in support of that an advertising circular taken from an old book that I wanted to prove up by this witness, showing Zeno Chewing Gum penny wrappers of 1906, showing they are redeemable. Further, I wanted to prove by this witness that the Zeno Manufacturing Company's entire assets were purchased by William Wrigley, Jr., Company, by whom the witness is now employed,—in 1906, I believe, it was. I may say that the William Wrigley, Jr., Company is the manufacturer of this chewing gum product which is sold by the Hookstratten Cigar Company here, who are made the defendants in this case; therefore, the Hookstratten Company has been sued for the selling of a product made by the William Wrigley, Jr., Company, Chicago.

Now, if complainant's counsel wishes to stipulate briefly the evidence, as outlined here, I shall be very glad to stipulate to save time, or I will be glad to put Mr. Cox on the stand, who will testify to that effect.

Mr. Westall: Plaintiff will stipulate to the facts stated by counsel.

Mr. Offield: Then I should like to offer in evidence, as Defendant's Exhibit T, the chewing gum circular published by the Zeno Manufacturing Company, which bears the year 1906 upon its face, and which identifies these wrappers used upon Zeno Chewing

Gum as being premium or coupon wrappers. I believe you have seen that, Mr. Westall. I have not a copy of that; that is the only one I have; it is taken from an old book. (Handing paper to Mr. Westall.)

Mr. Westall: We will stipulate that may go in, but subject to the objection that it is incompetent, irrelevant and immaterial.

Mr. Offield: With the introduction of that and these three packages of Zeno Chewing Gum, with the labels as represented, according to the stipulation that has been entered into, the four packages of gum as Defendant's Exhibit U, I will rest the defendant's case.

Approved. BLEDSOE, Judge.

Approved. J. R. OFFIELD.

[Endorsed]: Original. No. C-3. In Equity. In the District Court of the United States, in and for the Southern District of California, Southern Division. Louis M. Cole, complainant, vs. Ed. G. Hookstratten Cigar Company, a corporation, defendant. Statement of proceedings and evidence of appeal under equity rule 75. Lodged May 11, 1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Filed June 8-1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy. Westall and Wallace, attorneys at law, Suite 516 Trust & Savings Bldg., Los Angeles, F 5683, Main 8508, attorneys for plaintiff.

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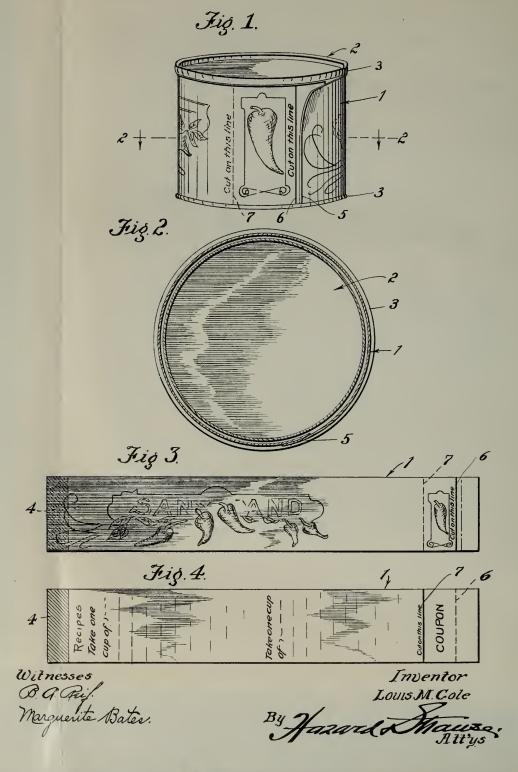
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GEO. W. FENIMORE

Reissued Oct. 26, 1915.

14,000.



UNITED STATES PATENT OFFICE.

LOUIS M. COLE, OF LOS ANGELES, CALIFORNIA.

14.000. Specification of Reissued Letters Patent. Reissued Oct. 26, 1915.

Original No. 1,054,826, dated March 4, 1913, Serial No. 643,055. Application for reissue filed December 26, 1914. Serial No. 879,221.

To all whom it may concern:

Be it known that I, Louis M. Cole, a citizen of the United States, residing at Los Angeles, in the county of Los Angeles and State of California, have invented new and useful Improvements in Labels, of which the following is a specification.

This invention relates to improvements in labeling means for receptacles, cans or the

It is an object of the invention to provide a label upon a goods inclosing receptacle which is adapted to contain advertising matter properly exposed to view and 15 which is also adapted to have placed thereon information, recipes or other data, which may be exposed to view when desired for

It is an object of the invention to provide 20 a receptacle with a movably mounted label having impressions upon both sides thereof

for indicating certain data.

In the accompanying drawing forming a part of this specification, Figure 1 is a perspective view of a can suitable for containing any line of goods, the said can having the improved movable label mounted thereon. Fig. 2 is a transverse sectional view through the can taken upon the line 2-2 30 of Fig. 1 but showing the can upon an enlarged scale. Fig. 3 is a plan view of the label employed, the same being flattened out as before applying to the can, the outside of the label being shown. Fig. 4 is a similar 35 plan view showing the inside of the label.

The details of the invention will now be more particularly described, reference being had to the drawing in which 1 indicates a label which is usually made of paper and is 40 provided on the outside with any desired configurations, artistic designs or wording to represent the goods which is to be inclosed in the can or receptacle to which the

label is applied.

45 2 indicates a can of ordinary construction having projecting edge flanges 3 at its upper and lower ends for limiting the movement of the label thereon and preventing it from slipping from place. The label is pro-50 vided with a gummed portion on the inner surface of one end thereof as at 4 which is adapted to lap over the other end thereof when the label is applied to the can so as to be made to adhere thereto for fastening

the end of the label together, as indicated at 55 5 in Fig. 2.

The gummed portion of the label is preferably so arranged that when the ends are fastened together the label will not adhere to the can or receptacle at any point but will 60 be loosely mounted thereon as shown in Fig. 2. The said label is also provided with a line or indicating mark 6 upon its outer surface showing where the label is to be cut for

removing it and the words "Cut on this 65 line" may be arranged adjacent thereto. The line for cutting the label is preferably located to one side of the lapped ends so that the cut need only be made through a single thickness of the paper or other ma- 70

terial of which the label is composed. The inner surface of the label is provided

with various data and printed matter, which it is desired to convey to the purchaser of the goods, for instance a portion of said 75 label on its inner surface is provided with printed matter indicating that it is a cou-pon, one or more of which if saved and presented to the company selling the goods will command some kind of a premium. The 80 inner surface of the said label is provided with a line 7 indicating where the same should be cut to sever the coupon therefrom. The remaining portion of the label upon its surface is preferably provided with desir- 85 able data such for instance as recipes for preparing the material contained in the can if it be food or for cooking generally or for setting forth any other desirable or useful information.

The label thus forms a desirable addition to the receptacle not only because of its advertising qualities in setting forth the properties of the goods for the merchant or distributer, but also because of the informa- 95 tion, coupons or the like which is obtained by removing and preserving the said label.

It will be understood that a label of this character may be applied to various kinds of receptacles, cans or the like in which 100 goods are packed so that said label placed thereon is capable of being removed for the

purposes above set forth. What I claim is:

1. As a new article of manufacture, a la- 105 bel adapted to be detachably fastened around a can, provided on its upper and lower edges with retaining flanges by fas-

tening the ends of the label together, said label having printed display matter on the outer surfaces and a printed coupon and other useful printed matter on the inner surface thereof, said label also being pro-

5 surface thereof, said label also being provided with a transversely disposed cutting line thereon out of registry with said printed coupon and other printed matter, where by when the label is cut on said line it can be removed from the can so that the printed that the printed is the control of the co

be removed from the can so that the printed matter can be read on the concealed side of the label and the coupon detached therefrom in an unmutilated condition.

2. As a new article of manufacture, a la15 bel adapted to be detachably secured around
a container, said label for said container
having display matter relating to the contents of the container on its outer face, the
inner face of said label bearing useful print20 ed matter, said label being provided on its

inner face of said fabel bearing useful print-20 ed matter, said label being provided on its onter face with a line disposed transversely thereto and out of registry with said useful printed matter indicating where said label

Name and Address of the Owner, where the Parker

should be severed to remove the entire label from the container without mutilating the 25 matter on its inner side.

3. As a new article of manufacture, a label adapted to be detachably secured around a package, said label having display matter relating to the contents of the package on 30 its outer face, the inner face of said label bearing useful printed matter, said label being provided on the outer face thereof with a line out of registry with said useful printed matter indicating where the label may be 35 severed to remove the entire label without mutilating the printed matter on its inner

face.
In witness that I claim the foregoing, I have hereunto subscribed my name this 19th 40 day of December, 1914.

NAME AND ADDRESS OF TAXABLE PARTY.

LOUIS M. COLE.

Witnesses:
R. S. Berry,
Marguerite Bates.

Copies of this patent may be obtained for five cents each, by addressing the "Commissioner of Patents, Washington, D. C."

PATENT NO. 1,054,826 TO LOUIS M. COLE.

Labels. Application executed Aug. 2, 1911. Filed complete Aug. 8, 1911. Serial No. 643,055. Examined, A. D. Merritt, Exr. Div. 35, Jan. 11, 1913. Notice of allowance Jan. 16, 1913. Final fee cert. dated Jan. 28, 1913. Final fee cert. \$20, Feb. 3, 1913. Patented Mar. 4, 1913. Attorneys: Hazard & Strause, Los Angeles, Cal.

CONTENTS.

- 1. Application.
- 2. Rejection, Sept. 9, 1911.
- 3. Amendment "A," Oct. 30, 1911.
- 4. Rejection, Nov. 25, 1911.
- 5. Amendment "B," Jan. 2, 1912.
- 6. Rejection, Feb. 5, 1912.
- 7. Amendment "C," Mar. 4, 1912.
- 8. Letter to office, Mar. 13, 1912.
- 9. Rejection, Apr. 12, 1912.
- 10. Amendment "D," May 21, 1912.
- 11. Rejection, June 13, 1912.
- 12. Amendment "E," June 25, 1912.
- 13. Rejection, July 24, 1912.
- 14. Letter to office, Nov. 23, 1912.

(Cl. 40-2.)

(In the petition, applicant's P. O. address is given as 235 S. Central Ave., Los Angeles, Cal.)

· Specification:

(The specification is the specification of the patent without change.)

CLAIMS:

- 1. As a new article of manufacture, a removable label having desirable information or data applied upon the inner face thereof and adapted to be movably held in position upon a can or receptacle.
- 2. A label for cans, comprising a strip of material having adhesive material applied to the ends thereof whereby the ends may be lapped for loosely securing the label upon the receptacle, the said label having advertising matter and artistic configurations representing the goods upon the outer face thereof and having upon its inner face important information, recipes, coupons or like data.
- 3. A label for cans, receptacles or the like, comprising a strip of paper or like material adapted to be loosely applied about a can and having its ends secured to hold it in position, the said label having a line of demarkation upon it which may be cut for removing it, the said label having upon its inner surface printed matter indicating coupons of value and other information and having a line of demarkation upon which the coupon may be cut or severed from the label.
- 4. In combination with a can or receptacle having label retaining projections thereon, of a removable label loosely mounted between said projections and having printed data upon the outer and inner surface thereof, the said label being adapted to be severed at a given point for reaching the data upon the inner surface of said label.

Application executed in Los Angeles Co., Cal., Aug. 2, 1911.

No foreign patents or applications cited in oath.

(Paper No. 2, Rejection, Sept. 9, 1911.) Case has been examined.

Claim 4, line 4, cancel "i" after "and."

Claims 1, 2 and 4 are rejected on Hosmer, 566,761, Sep. 1, 1896, 40-4 especially in view of Duane 814,592, Mar. 6, 1906, 40-2 which latter patent has instructions for the use of the contents.

No invention would be involved in placing the information on the inside of the tag.

Claim 3 is rejected on the above cited references further in view of the removable coupon shown in

Vendig, 823,008, June 12, 1906, 40-4.

Attention is called to O'Meara, 580,707, Apr. 13, 1897, 40-131.

G. P. TUCKER, Exr.

(Paper No. 3, Amendment "A," Oct. 30, 1911.) In response to examiner's letter of Sept. 9, 1911: Cancel claims and insert:

- I. As a new article of manufacture, a removable label for receptacles adapted to have advertising matter upon the exterior surface and desired date upon the inner surface thereof, whereby the label must be broken to reach the said inner date, the said label being loosely held in position and having indications marked thereon showing where the label should be broken for removal without injuring the date upon the inner side thereof.
- 2. A label for cans, comprising a strip of paper loosely mounted upon the cans and having its end pieces secured together, said paper having advertising material upon the exterior and a premium coupon upon

its inner surface, whereby the label must be cut and removed from the can to obtain said coupon, the said label also having a line of damarkation upon it showing where the label should be cut not to destroy the said coupon.

REMARKS.

The claims in this application have been modified in view of the references cited, and are presented in specific form to bring out the novelty of applicant's device. It will be seen that applicant is the first to loosely mount a paper label upon the outer surface of a can or like receptacle, merely securing the paper at its ends by paste to hold it upon the can, the label thus being properly made to receive information, the premium coupons, receipts or other data upon its inner surface.

Cooperating with this structure is the information and marking upon the exterior of the label, showing where it is best to cut the label in removing it in order to not destroy the data or coupon on the inner surface.

The Hosmer device, relied upon, is for an entirely different type of label and shows outside removable holding means for clamping a label to a bottle. This device is intended to form a mechanism for permitting of the changing of labels, whereas applicant's device does not contemplate the use of a label over again, or the placing of a new one in position. His label is to be cut and turned over for further use, but not to be again applied to the can or receptacle.

In the Duane patent, the label is evidently not loosely secured to the can, if it were the piece placed behind it would shift from position, except when it is pasted in position as indicated in the specification is the case in some instances. In this form of label also there is no idea of placing important data or information or premiums upon the inside of the label. In fact applicant appears to be the first one to suggest such an idea.

The Vendig device is for an entirely different type of label and is not sufficiently in point. The O'Meara device contemplates the use of an advertising strip which must be transparent and capable of properly showing an advertisement when light is passed through the cable. This is different from applicant's idea for if data were placed on both sides of a strip such as is shown in the O'Meara mechanism, there would be a confusion of markings, and applicant's label could not be used on the O'Meara device. In fact the O'Meara device could not have information upon the inside of the strip without destroying its usefulness.

In view of these considerations and the specific presenting of the claims, it is believed that applicant's case should now receive favorable action.

(Paper No. 4, Rejection, Nov. 25, 1911.)

In response to the amendment filed Oct. 30, 1911:

The claims are both rejected on Duane, of record, or on

Martin, 1,004,055, Sept. 26, 1911, (40-2), especially in view of

Braly, 589,406, Sept. 7, 1897, (40-4).

The placing of matter on the inside of the tag instead of on the outside would involve no invention, and is furthermore suggested in Braly.

G. P. TUCKER, Exr.

(Paper No. 5, Amendment "B," Jan. 2, 1912.) In response to examiner's letter of Nov. 25, 1911: Cancel all the claims and insert:

- I. A label for cans comprising a band adapted to be applied around the can and have its ends secured together for holding it upon the can without the adhering of the label to the surface of the can whereby the interior surface of the label is free to receive data and coupons of value.
- 2. As a new article of manufacture, a strip of paper having printed matter upon both surfaces, the said strip being adapted to be secured between retaining projections upon a can, whereby the inner surface of the label is free of paste and does not adhere to the can so that the label may be removed and the data upon the inner surface thereof rendered useful.

REMARKS.

The claims in this application have been redrawn to more closely distinguish from the references cited. Applicant appears to be the first one to place loosely upon a can between retaining flanges a label free from paste upon its inner surface and not adhering to the can so that data, coupons or the like placed upon the inner surface of the label may be made available and useful by the removal of the label.

(Paper No. 6, Rejection, Feb. 5, 1912.)

In response to the amendment filed Jan. 2, 1912:

Claim I is rejected on Hosmer, of record.

Claim 2 is rejected on Hosmer, especially in view of Braly of record.

G. P. TUCKER, Exr.

(Paper No. 7, Amendment "C," Mar. 4, 1912.) In response to examiner's letter of Feb. 5, 1912: Cancel the claims and insert:

- I. A label for cans, comprising a loose can encircling band adapted to be arranged about the can and have its ends secured together for holding it in position thereon without adhering to the surface of the can, whereby the carrying of data or coupons upon the inner surface of the label may be facilitated.
- As a new article of manufacture, a strip of paper having the printed matter of a label on the outer surface thereof and other printed matter upon the inner surface, the said strip of paper being adapted to be loosely secured between retaining flanges upon a can so that the inner surface of the label is free of paste and does not adhere to the can whereby upon cutting the label the material upon the inner face thereof can be rendered useful.

REMARKS.

The claims in this application have been rewritten, particularly as the device in its specific form as set forth does not appear in any of the references cited.

The Hosmer patent cited is most decidedly for a different structure from that asked for by applicant, for it will be noted at once that any advertising or printed matter contemplated in the Hosmer invention is not disposed upon the outer surface of a can or bottle, but is fitted beneath glass covering pieces which are sealed at their edges so that the label or printed material is entirely encased between the walls of the bottle and the walls of the outer glass piece. Cer-

tainly such a label cannot be available for ready removal by the customer to obtain coupons or receipts placed upon the inner surface of the ordinary paper label.

The Brawley patent also fails in showing the ordinary bottle or can enclosing paper label loosely mounted upon the outer surface of the receptacle so that it may be cut for removing since it is not pasted to the surface of the can or bottle.

Applicant seems to be the first one to use the ordinary paper label loosely upon a can and print coupons, receipts or other matters which people desire and which do not pertain to the advertising of the goods itself upon its inner surface, the loose condition of the label permitting of its being cut so as to render the coupons or other material upon the inner surface of the label easily accessible and that in good condition. If the label were pasted in place such material would be useless when placed upon the inner surface thereof. It is believed that applicant clearly has patentable subject matter over the references cited and that the claims should receive favorable action, and such action is now expected.

(Paper No. 8, Letter to Office, Mar. 13, 1912.)

In connection with the last amendment made in this application dated Feb. 27, 1912, we desire also to call the examiner's attention to the labels contemplated in this case and enclose herewith samples thereof for the perusal of the examiner. The examiner will note the manner of placing the premium coupon and the receipts on the back of the label and he will also note

upon the front of the label the red line indicating where the label is to be cut. The label is not pasted to the cans but merely pasted together at its end to form a loose ring about the cans.

(Paper No. 9, Rejection, Apr. 12, 1912.)

In response to the amendment filed Mar. 4th and the letter filed Mar. 13th, 1912:

Claim I is rejected on Hosmer, of record.

Claim 2 is rejected on Hosmer in view of Braly, of record, for the reasons of record.

G. P. TUCKER, Exr.

(Paper No. 10, Amendment "D," May 21, 1912.) Responsive to examiner's letter of Apr. 12, 1912: Cancel the claims and insert:

Claim of patent with changes shown.

REMARKS.

The applicant has restricted his invention to a single claim and it is believed that this claim clearly differentiates from the references cited. The patent to Hosmer illustrates a milk bottle which is provided with an annular recess for the placement of a label which can be removed before inserting new labels containing other advertising matter, that is it may be changed from time to time.

The purpose of applicant's device as clearly set forth in the specification is to utilize not only the front for advertising but the rear of the label which is concealed for printed recipes, coupons, etc. so that it may be readily and easily removed therefrom to read the matter on the concealed portion. As the claim is limited to the precise construction and as a new article of manufacture, it is thought the examiner should pass the case to issue and such action is now expected.

(Paper No. 11, Rejection, June 13, 1912.)
In response to the amendment filed May 21, 1912:

The claim is rejected on Hosmer especially in view of the cans shown in Duane or Martin, and the cutting line shown in Braly all of record.

PIERCE, Act'g Exr.

(Paper No. 12, Amendment "E," June 25, 1912.) Responsive to examiner's letter of June 13, 1912:

In the claim, line 1, cancel "in" and insert—the—; line 3, after "having" insert—printed—; line 4, after "and" insert—a—; after "printed" insert—coupon and other useful printed—; line 8, after "label" insert—also—; line 9, after "thereon" insert a comma; at end of claim add—and the coupon detached therefrom in an unmutilated condition—

REMARKS.

The claim in this application has been further limited so as to recite specifically the invention as illustrated and described and is now thought to clearly differentiate from any of the references cited and even from a combination of such references as are cited by the Examiner as anticipations.

The examiner states in his letter of rejection that the claim is rejected on Hosmer in view of three other patents all of record. The patent to Hosmer is for an

advertising device which consists of a specially formed milk container provided with an annular counter sunk space for the reception of an annular cover divided into two parts and formed of glass or other transparent material. It is provided for the advertising matter to be placed next to the bottle and on the outer face of which the advertising occurs. It is noted that in this construction that he does cement the two ends together. This is done partly for the reason that the semi-circular covers 8 protect the same and prevent detachment therefrom. The reason applicant laps his ends together and pastes only 6-6 and does not paste the label to the outer surface of the can is for the purpose of detachment so as to utilize the back on the label on which receipts are printed and whereby the coupon may readily be detached in the whole condition. This certainly is not the purpose of the Hosmer device. The other devices of Duane, Brady and Martin show caps which may be detached by cutting from the body of the label, but none of them show the construction called for by applicant in its entirety.

Examiner, in order to reject applicant's limited claim has had to anticipate it by several separate patents to show the structure called for by applicant's claim. Even this combination is not exactly shown and certainly is not shown as called for by the single limited claim.

The practice of rejecting a structure by several patents is condemned by the courts as witness the following decision:

"The existence of each and every part of complainant's structure in some one or more prior descriptions or structures will not amount to such anticipations as to defeat his patent unless substantially his arrangement is found in some one of them operating in the same way to produce substantially the same result."

Weston Electrical Instrument Co. v. Jewell et al., 128 F. (939 N. Y.).

As the claim is now amended to the precise structure illustrated as a new article of manufacture, it is thought that the examiner should pass the case to an allowance. Such action is now expected.

(Paper No. 13, Rejection, July 24, 1912.)

In response to the amendment filed June 25, 1912:

The claim is rejected on the references and for the reasons of record.

G. P. TUCKER, Exr.

(Paper No. 14, Letter to Office, Nov. 23, 1912.)

In response to the office action of July 24, 1912:

Examiner is respectfully requested to apply the references on the amended claim. As far as applicant's attorneys can discern it absolutely differentiates from any of them, singly or collectively.

[Endorsed]: Cole vs. Hookstratten etc. No. C-3 Eq. Def. Exhibit No. A. Filed Nov. 17, 1916. Wm. M. Van Dyke, clerk; by Geo. W. Fenimore, deputy clerk.



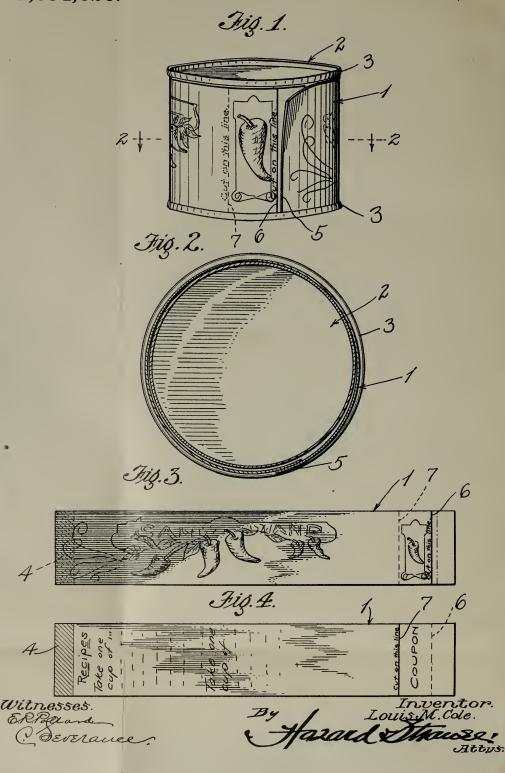
L. M. COLE.

LABEL.

APPLICATION FILED AUG. 8, 1911.

1,054,826.

Patented Mar. 4, 1913.



UNITED STATES PATENT OFFICE.

LOUIS M. COLE, OF LOS ANGELES, CALIFORNIA.

LABEL.

1,054,826.

Specification of Letters Patent.

Patented Mar. 4, 1913.

Application filed August 8, 1911. Serial No. 643.055.

REISSUED

To all whom it may concern:

Be it known that I, Louis M. Cole, a citizen of the United States, residing at Los Angeles, in the county of Los Angeles and 5 State of California, have invented new and useful Improvements in Labels, of which the following is a specification.

This invention relates to improvements in labeling means for receptacles, cans or the

) like.

It is an object of the invention to provide a label upon a goods inclosing receptacle which is adapted to contain advertising matter properly exposed to view and which is also adapted to have placed thereon information, recipes or other data, which may be exposed to view when desired for use.

It is an object of the invention to provide a receptacle with a movably mounted label 20 having impressions upon both sides thereof

for indicating certain data.

In the accompanying drawing forming a part of this specification, Figure 1 is a perspective view of a can suitable for containing any line of goods, the said can having the improved movable label mounted thereon. Fig. 2 is a transverse sectional view through the can taken upon the line 2—2 of Fig. 1 but showing the can upon an enlarged scale. Fig. 3 is a plan view of the label employed, the same being flattened out as before applying to the can, the outside of the label being shown. Fig. 4 is a similar plan view showing the inside of the label.

The details of the invention will now be re particularly described, reference being

d to the drawing in which—

1 indicates a label which is usually made of paper and is provided on the outside with any desired configurations, artistic designs or wording to represent the goods which is to be inclosed in the can or receptacle to which the label is applied.

2 indicates a can of ordinary construction having projecting edge flanges 3 at its upper and lower ends for limiting the movement of the label thereon and preventing it

from slipping from place.

The label is provided with a gummed portion on the inner surface of one end there of as at 4 which is adapted to lap over the other end thereof when the label is applied to the can so as to be made to adhere thereto for fastening the end of the label together, as indicated at 5 in Fig. 2. The gummed portion of the label is so arranged that when

the ends are fastened together the label will not adhere to the can or receptacle at any point but will be loosely mounted thereon as shown in Fig. 2. The said label is also provided with a line or indicating mark 6 upon its outer surface showing where the label is to be cut for removing it and the words "Cut on this line" may be arranged adjacent thereto. The line for cutting the label is preferably located to one side of the lapped ends so that the cut need only be made through a single thickness of the paper or other material of which the label is composed.

The inner surface of the label is provided with various data and printed matter, which it is desired to convey to the purchaser of the goods, for instance a portion of said label on its inner surface is provided with printed matter indicating that it is a coupon, one or more of which if saved and presented to the company selling the goods will command some kind of a The inner surface of the said premium. label is provided with a line 7 indicating where the same should be cut to sever the coupon therefrom. The remaining portion of the label upon its inner surface is preferably provided with desirable data such 8 for instance as recipes for preparing the material contained in the can if it be food or for cooking generally or for setting forth any other desirable or useful information.

The label thus forms a desirable addition 9 to the receptacle not only because of its advertising qualities in setting forth the properties of the goods for the merchant or distributer, but also because of the information, coupons or the like which is obtained 9 by removing and preserving the said label.

It will be understood that a label of this character may be applied to various kinds of receptacles, cans or the like in which goods are packed so that said label may be 10 movably placed thereon and capable of being removed for the purposes above set forth.

What I claim is:

As a new article of manufacture, the combination with a cylindrical can provided on its upper and lower edges with retaining flanges, of a label having printed display matter on the outer surface and a printed coupon and other useful printed matter on the inner surface thereof, the ends of said

upon said can, said label being free to move in a circular direction on said can but prevented from vertical movement by the flanges of the can, said label also being provided with a vertically disposed cutting line thereon, whereby when a label is cut on said line it can be removed from the can so that the printed matter can be read on the concealed side of the label and the coupon de-

tached therefrom in an unmutilated condi-

In witness that I claim the foregoing I have hereunto subscribed my name this 2nd day of August, 1911.

LOUIS M. COLE.

Witnesses:

EDMUND A. STRAUSE, EARLE R. POLLARD.

Copies of this patent may be obtained for five cents each, by addressing the "Commissioner of Patents, Washington, D. C."

REISSUE PATENT NO. 14,000, LOUIS M. COLE.

Labels. Application executed Dec. 19, 1914. Filed complete Dec. 26, 1914. Ser. No. 879,221. Examined by A. P. Shaw, Sep. 24, 1915. Notice of allowance Sep. 28, 1915. Reissued Oct. 26, 1915. Attorneys, Hazard & Strause, Los Angeles, California. Sub. attorney, Edmund A. Strause, Los Angeles, California.

Original patent No. 1,054,826, dated March 4, 1913.

CONTENTS.

APPLICATION.

- 1. Rejection, Jan. 2, 1915.
- 2. Sub. power, March 29, 1915.
- 3. "A" and Exh., April 3, 1915.
- 4. Rejection, April 17, 1915.
- 5. B and Exh., June 2, 1915.
- 6. Rejection, June 12, 1915.
- 7. "C," June 22, 1915.
- 8. Rejection, July 6, 1915.
- 9. Amendment D, July 19, 1915.
- 10. Office letter, Sept. 8, 1915.
- 11. Req. recons., Sept. 20, 1915.

Classification: 40-2.

(In the petition applicant's P. O. address is given as 231 Central Ave., Los Angeles, Cal.)

(The specification is without change.)

CLAIMS:

1. As a new article of manufacture, the combination with a cylindrical can provided on its upper and lower edges with retaining flanges, of a label having printed display matter on the outer surface and a printed coupon and other useful printed matter on the inner surface thereof, the ends of said label being pasted together when mounted upon said can, said label being free to move in a circular direction on said can but prevented from vertical movement by the flanges of the can, said label also being provided with a vertically disposed cutting line thereon, whereby when a label is cut on said line it can be removed from the can so that the printed matter can be read on the concealed side of the label, and the coupon detached therefrom in an unmutilated condition.

- 2. As a new article of manufacture, the combination with a container, of a label for said container having display matter relating to the contents of the container on its outer face, the inner face of said label bearing a plurality of printed directions for preparing the contents of said container, said label being provided on its outer face with a vertically disposed line indicating the point where said label should be severed to remove the same from the container without mutilating the directions on the obverse side of said label.
- 3. As a new article of manufacture, the combination with a package, of a wrapper for said package having display matter relating to the contents of the package on its outer face, the inner face of said wrapper bearing useful printed matter, said wrapper being provided on the outer face thereof with means indicating where the wrapper may be detached from the package without mutilating the printed matter on its inner face.

OATH.

State of California, County of Los Angeles—ss.

Louis M. Cole, the above named petitioner, being

duly sworn, deposes and says: that he doth verily believe himself to be the original and first inventor of the improvements set forth and claimed in the foregoing specification for which improvement he solicits a patent; that deponent does not know nor does not believe that said improvement was ever known before or used before his invention or discovery thereof; or patented or described in any printed publication in any country before his invention or discovery thereof, or more than two years prior to his application, or in public use or on sale in the United States for more than two years prior to his application; that deponent is a citizen of the United States of America, and resides at Los Angeles, in the county of Los Angeles and state of California; that said invention has not been patented to him or to others with his knowledge or consent in this or any foreign country for more than two years prior to his application, or on an application for patent filed in any country foreign to the United States by him or his legal representatives or assigns more than twelve months prior to his application; that no application for patent on said improvement has been filed by him or his representatives or assigns in any country foreign to the United States; that deponent verily believes that the letters patent referred to in the foregoing petition and specification, and herewith surrendered are inoperative for the reason that the specification thereof is defective and that such defect consists particularly in the claims which do not cover his invention; and deponent further says that the errors which render said patent inoperative arose from inadvertence without any fraudulent or deceptive

intention on the part of deponent; that the following is a true specification of the errors which it is claimed constitutes such inadvertence, relied upon:

Deponent not being versed in the phraseology of claims, was deceived into thinking that the said claims covered his invention and protected him to the fullest extent under the law; whereas the claims are in fact faulty and erroneous in specifying the label as loose and in including the flanged construction of the can; that such errors so particularly specified arose as follows:

When deponent employed his attorneys to prosecute said application for letters patent he merely forwarded a can of edibles upon which was mounted the label. which constituted his invention without any further instruction to his attorneys other than the fact that he considered the printing of the receipts on the obverse side of the label, and a cutting line indicated on the outer face of the label, as matter that constituted his invention. As the label attached to the can loosely encircled the same, his attorneys took it for granted, in the absence of any instructions from deponent, that it was intended to be loose, whereas, as a matter of fact, modern labeling machines were so constructed that a corner of the label was stuck to the can during a labeling operation, thereby rendering it immovable, and consequently rendering the retaining flanges at the top and bottom of the can practically useless. The allowed claim is, therefore, faulty and erroneous in

that it is of insufficient scope to properly cover the applicant's invention.

LOUIS M. COLE.

Executed Dec. 19, 1914.

(Seal)

MARGUERITE BATES,

Notary Public.

(Paper No. 1, Rejection, Jan. 2, 1915.)

Claim I is allowed.

Claim 2, line 7, "the point" should be canceled.

Claim 2 is rejected on

Martin, 1,004,005, Sep. 26, 1911, (40-2) in view of Braly, 589,406, Sept. 7, 1897, (40-4) and the vertical lines in

Schwab, 581,494, April 27, 1897, (40-3).

The nature of the printed matter is immaterial to the patentability of the device.

Claim 3 is rejected on Martin with Braly.

A. P. SHAW, Ex'r.

(Paper No. 2, Sub. Power of Atty., April 29, 1915.)

(All former powers are revoked and E. A. Strause appointed attorney.)

(Paper No. 3, Amendment A & Ex., April 3, 1915.)

(This paper is dated "Mail Room, Mar. 22, 1915, U. S. Patent Office," and "Patent Office, Mar. 23, 1915, Div. 35, Filed," and both of these date stamps are "Cancelled and Paper Returned.")

Examiner's letter of Jan. 2, 1915, received.

Claim 2, line 4, cancel "a plurality of" and substitute—useful—; line 4, cancel "directions x x x x con-

tainer" and substitute—mater—; line 7 cancel "the point"; line 8 cancel "same" and insert—entire label—; line 9 cancel "the" and insert—its—; same line cancel "of said label."

Claim 3, line 6, before "wrapper" insert—whole—REMARKS:

Claims 2 and 3 have been amended so that they absolutely differentiate from any of the references cited by the examiner, either singly or collectively, and for that reason they are thought to be clearly allowable. The examiner's attention is directed to the fact that in order to be useful, applicant's label would have to be detached or removed from the can in its entirety, and herewith enclosed find two labels, one of the labels being used by the Royal Packing Company and the other being used by the Southern California Fish Company. The label of the Royal Packing Company is a licensed label, while the label of the Southern California Fish Company was until recently an infringement, it now being licensed under applicant's original patent. From an examination of these labels, and especially the one used by the Southern California Fish Company, the examiner will note that the two ends are secured together, the white portion at one end indicating where the paste is applied. When this label is severed on the white line it is removed in its entirety, so that the recipes printed on the back thereof are not in the slightest degree mutilated.

Examiner's attention in connection with his rejection on a number of patents is directed to the well known decision of the Weston Electrical Instrument Co. vs. Jewell, et al., 128 F. 938, N. Y., in which the court held as follows:

"The existence of each and every part of complainant's structure in some one or more prior descriptions or structure will not amount to such anticipations as to defeat his patent unless substantially his arrangement is found in some one of them operating in the same way to produce substantially the same result."

Numerous other decisions along the same line have been handed down from time to time by the same court.

In view of the fact that applicant has differentiated from the references cited, which do not show labels with useful printed matter on its obverse side that could be removed entirely from the container, it is believed that the claims are now allowable, and such action is now expected.

(Note attached dated April 3, 1915:)

The revocation of power of attorney in this application was filed three or four days after the receipt of the enclosed amendment, Edmund A. Strause being appointed as attorney.

EDMUND A. STRAUSE, Atty.

(Paper No. 4, Rejection, April 17, 1915.) Responsive to the communication filed April 3, 1915. Claim 1 is allowed.

On review, it is noted that claim 2, line 6, "vertically" is indefinite, since the position of the label or the container is not specified.

Claim 2, so far as definite, and claim 3 are rejected on Martin of record in view of

Harnsheim, 527,687, Oct. 16, 1894, (40-21) in which the whole wrapper is removed.

A. P. SHAW, Ex'r.

(Paper No. 5, Amendment B & Ex., June 2, 1915.) Examiner's letter of April 17, 1915, has been carefully considered.

Claim 2, line 6, erase "vertically"; line 7 erase "disposed" and after "line" insert—disposed in parallel relation to the vertical axis of said container—

Claim 3, line 5, erase "means" and insert—a printed line—

REMARKS:

Applicant has again carefully considered the patent to Martin, et al., and does not find therein the construction as called for by applicant's claims. Martin does not show that the whole wrapper is removed from the container, and the patent to Hernsheim for a cigar band is not thought to be in point.

It certainly would require a stretch of imagination to put the two patents cited together so as to form applicant's novel structure. As heretofore set forth in various arguments Martin's improvement consists in forming on a label a trading stamp which may be detached therefrom. He used the ordinary perforations so as to render it easy of detachment. The idea of perforating portions of wrappers so that one part may be detached from the other "is as old as the hills." Also checks have been perforated so as to separate them from their stamps from time immemorial.

Martin further states that his sole object in printing on the obverse side of the label a representation of a trading stamp illustrated in the front part and directly behind the same is so that the greasy or wax side may be placed outward when pasting the trading stamp in a book. See line 81 of his specification down to 96. In this connection the examiner's attention is directed to the fact that the citation of Martin is the only one in which the obverse side of a label has been shown containing printed matter of any kind.

To bring to the examiner's attention and to illustrate the value of applicant's improvement, applicant desires to state that the Southern California Fish Company has been licensed under his original patent to use the invention. Furthermore, number of other canned goods manufacturers are infringing on applicant's rights, and applicant is herewith enclosing a label taken from a can of tuna put up by the White Star Canning Company of this city, which is a deliberate and willful infringement. These different matters are cited to the examiner to show him and to bring out the value of applicant's invention and to bring out the further fact that what he has accomplished is invention.

If the examiner should deny what applicant considers to be his rights he will not be able to have his day in court so as to have his patent fully adjudicated in the light of all the evidence obtainable.

From the above and for the further reason that the claims absolutely differentiate from the references cited, it is thought that the examiner should allow the case as it now stands and such action is now expected.

(Paper No. 6, Rejection, June 12, 1915.)

Responsive to the communication filed June 2, 1915. On review, the claims are rejected as covering unpatentable combinations. There is no invention in placing a label on a can and the ordinary can has retaining flanges on its upper and lower edges. The claims should be directed to a label adapted to be secured on a can, etc.

The term "wrapper" in claim 3 is objected to; this term is ordinarily used to mean a device that covers the entire can, instead of only its curved sides; as applied to the device disclosed by applicant the term is inapt; to give it a meaning broader that that belonging to the term "label" would make the claim unwarranted. In line 6 of this claim, the expression "where the whole wrapper may be detached" is objected to as inaccurate, this line denotes a place where the wrapper may be severed to remove the entire wrapper.

Claims 2 and 3 should state the label is not fastened to the can; otherwise they are subject to rejection as functional in the statement that the entire label may be removed.

The claims are not otherwise objected to.

A. P. SHAW.

(Paper No. 7, Amendment C, June 22, 1915.) Examiner's letter of June 12, 1915, considered. Cancel the claims, and substitute:

1. As a new article of manufacture, a label adapted to be detachably fastened on a can provided on its upper and lower edges with retaining flanges, said label having printed display matter on the outer sur-

faces and a printed coupon and other useful printed matter on the inner surface thereof, the ends of said label being pasted together when mounted upon said can, said label also being provided with a vertically disposed cutting line thereon, whereby when a label is cut on said line it can be removed from the can so that the printed matter can be read on the concealed side of the label and the coupon detached therefrom in an unmutiliated condition.

- 2. As a new article of manufacture, a label adapted to be detachably secured to a container, said label for said container having display matter relating to the contents of the container on its outer face, the inner face of said label bearing useful printed matter, said label being provided on its outer face with a line disposed in parallel relation to the vertical axis of said container where said label should be severed to remove the entire label from the container without mutiliating the matter on its inner side.
- 3. Claim 3 of patent with changes shown. REMARKS.

Claims 1, 2 and 3 have been rewritten to state a label adapted to be detachably secured to a can, overcoming the rejection of stating the combination of a label and a can. An immaterial limitation has been cancelled from claims 1 and 3. It is believed that the claims are now in good form and therefore allowable.

(Paper No. 8, Office Letter, July 6, 1915.)
Responsive to the communication filed June 22, 1915.
In the claims, "mutiliated" should be —mutilated—; "mutiliating" should be —mutilating—.

Claim 1, line 2, "on" is misleading; the label is not fastened on the can. The following changes in this suggested;—line 2, change claim are "on" to —around— Line 3, after "flanges" insert —by fastening the ends of the label together— Lines 5-7, cancel "the ends—can"; line 7, change "vertically" to —transversely— as the cutting line is vertical only when the can is vertical; line 8, change "a" to —the— The claim should bring out that the label is not directly attached to the can; as it now stands it is functional; since the ordinary label even tho cut transversely cannot be removed from the can without mutilation; the claims should also develop that the cutting line is so placed that it is out of registry with the printed matter and coupon on the label; otherwise the cutting of the label would mutilate the coupon or the label proper. The claim is, in its present form, rejected as functional.

Claim 2, line 2, "to" should be —around— Line 7, "vertical" should be canceled, since the axis is vertical only in a special position of the container; before "where" should be inserted —indicating— Last line, "obverse side" should be —inner face— Cl. 3, line 2, "to" should be —around—

A. P. SHAW.

(Paper No. 9, Amendment D, Jul. 19, 1915.) Examiner's letter of July 6, 1915, considered. Claim 1, line 8, after "thereon" insert

—out of registry with said printed coupon and other printed matter—

Claim 2, line 7, cancel "to the vertical axis of said container" and insert,—transversely thereto and out of registry with said useful printed matter indicating—

(Other amendments to cls. I and 2, shown on p. 10 hereof.)

Claim 3, line 2, cancel "to" and insert —around— Line 6, after "line" insert —out of registry with said useful printed matter— Line 7, correct spelling of "mutilating."

REMARKS:

Claims 1, 2 and 3 have been amended in accordance with the suggestions of the office, and it is believed are now in condition for allowance.

(Paper No. 10, Rejection, Sep. 8, 1915.)

Responsive to the communication filed July 19, 1915: On reconsideration, it is observed that the three claims in the case are drawn to the same subject-matter as were some of the claims canceled from the original application. Claims 2 and 3 are substantially the same as claim 1 filed in the original case by amendment dated Oct. 30, 1911, and canceled by amendment dated Jan. 2, 1912, as a result of a rejection on references by the office letter dated Nov. 25, 1911. Claim 1 is for substantially the same subject-matter as original claim 3 in the former application which claim was canceled as the result of a rejection.

In view of the above, applicant is not entitled to the three claims that are at present in the case; see the following decisions:

Leggett v. Avery, 17 O. G., 445;

Dobson v. Lees, 53 O. G., 1740;

Yale Lock & Mnfg. Co. v. Berkshire National Bank, 51 O. G., 1291, and

Corbin Cabinet Lock Co. v. Eagle Lock Co., 65 O. G., 1066.

The claims are accordingly rejected.

A. P. SHAW.

(Paper No. 11, Request for Reconsideration, Sept. 20, 1915.)

Examiner's letter of Sep. 8, 1915, considered.

The examiner will note by referring to the affidavit accompanying the application for reissue, that the error in the specification consisted in specifying the label as loose, whereas, as a matter of fact, modern labelling machines were so constructed that a corner of the label was stuck to the can during the labelling operation. The reissue was admitted on these grounds.

The claims now in the case are not substantially the same as claim I, filed in the original application by amendment dated Oct. 30, 1911. The distinction between the present claims and claim I above referred to brings out the difference between loosely placing the label on the can, and securing the label to the can by means such that it can be detached, as for illustration, by pasting one corner. The claim in the original application referred to by the Examiner recites in the fifth line "said label being loosely held in position." In the present claims the label is recited as being "detachably fastened around a can or container." The present claims are also more specific in stating that the cutting line is transversely disposed on the label.

If there is any reason for admitting a reissue application on the grounds stated in the affidavit, then the claims as worded at present distinguish from any claims in the original application.

The examiner is requested to reconsider his action in view of the above argument, and it is thought he will find the case now in condition for an allowance.

[Endorsed]: Cole vs. Hookstratten. No. C-3 Eq. Def. Exhibit No. B. Filed Nov. 17, 1916. Wm. M. Van Dyke, clerk; by Geo. W. Fenimore, deputy clerk.



(No Model.)

F. KOEWING.

FASTENING TOGETHER PAPER DRESS PATTERNS.

No. 371,144.

Patented Oct. 4, 1887.



United States Patent Office.

FRANK KOEWING, OF NEW YORK, N. Y.

FASTENING TOGETHER PAPER DRESS-PATTERNS.

SPECIFICATION forming part of Letters Patent No. 371,144, dated October 4, 1887.

Application filed May 24, 1887. Serial No. 239,259. (No model.)

To all whom it may concern:

Be it known that I, FRANK KOEWING, a citizen of the United States, and a resident of New York city, in the county of New York 5 and State of New York, have invented certain new and useful Improvements in Fastening together Paper Dress-Patterns, of which the toflowing is a specification.

My invention refers to paper dress patterns ic as they are folded for sale, and is an improvement in the method of fastening the folded package and securing it so it cannot be unfolded or opened without tearing or cutting

part of the package.

In the drawings illustrating my improvement, Figure 1 is a view of the pattern as folded and secured, showing the label attached to the front or face of the package. Fig. 2 is a view of the package with the label detached at 20 its lower end and turned over so as to expose the directions on the under side, and showing the staple or fastening by which the package is

Paper dress patterns in the form in which

25 they are sold are usually folded so as to form an oblong package, which is seenred either by the employment of a sealed envelope or fastened together by a pin put through the several parts before the pattern is folded, and on 30 the front side or face of which folded package is pasted the label which contains the ent or representation of the garment and the necessary directions for using the pattern. By the latter method of folding and securing the pat-35 tern the expense of an envelope or cover is avoided, and can be readily and easily opened and used without destroying the label. As the paper dress pattern where a label has been used has been fastened heretofore, a pin or 40 fastener was put through all the pieces before folding and the ends clinched or turned down in the center, and then the pattern was folded, having no other security to keep it folded, and offering no further protection against be-45 ing unfolded, examined, and copied. As thus secured it has been possible, by merely unfolding the package and turning back the point of the pin or staple, to unfold the pattern and examine and copy the same, and 50 afterward secure and fold the pattern as before, and without indicating in any way that tageous to dealers in this class of goods to allow the patterns to be exchanged if they have not been opened or used; but as patterns 55 have been heretofore secured or fastened it has been impossible to tell by the appearance of the package whether they have been opened or not, and a pattern may have been unfolded, examined, and even used, and then secured 60 and refolded as though it had not been opened, leaving no check against imposition, except by refusal on part of the seller to make any exchange whatever. My improvement is designed to avoid this objection, and at the 65 same time secure to the purchaser the right to return an unfolded pattern, which I accomplish by so securing the contents of the package that it cannot be opened or examined in any way, except on the surface, without that 70 fact being indicated by the appearance of the package.

In my improved method of securing the folded package the staple or fastener is put through the pattern, when felded, from the 75 back or under side, or so that the head of the staple is at the back, and the ends that are turned down are on the front side, as is seen at Fig. 2. After the staple or fastener is put through the package and secured, the label 80 containing the necessary printing, the cuts of the patterns, and directious for using is pasted or attached by both ends, and, where necessary, along the edges to the front side of the package over the turned down ends of the 85

staple S, as shown in Fig. 1.

As will be understood from the drawings, when it is desired to open or unfasten the staple, it will first be necessary to remove the label from the package at the lower end and 90 edges, so as to obtain access to the ends of the staple at S. After the label is detached or severed from the package at the lower end, it is raised or thrown back, and the ends of the staple are readily unfastened or opened and 95 the package unfolded and examined or used. When the label has once been severed from the package, it is impossible to again attach it to the latter as it was before it was detached, and thus it will be seen that when the pack- 100 age has once been opened it cannot be refastened and secured in the condition it was before being opened and without indicating that the pattern had been opened. It is advan- it has been opened. The label must be so

pasted or fastened to the package as to pre-

pasted or fastened to the package as to prevent the hand being placed under the label while the latter is secured to the package and the ends of the staple opened, and thus the

5 object of my improvement defented. To detach the label from the puckage, it may be ent near the end just beyond where it is secured to the pattern; but I prefer to provide a line of perforations or dots near the lower to end of the label, as shown at 1, by means of

o end of the label, as shown at 1, by means of which the end of the label may be readily torn off or cut from the pattern and the label

not be injured in any manner.

The label may be the ordinary label used with 15 paper dress-patterns, containing the usual printing and cuts of the garment; but I prefer the label shown in the accompanying drawings. In the label L, as there shown, the directions for using the pattern are printed on the 20 underside of the label, as will be seen from Fig. 2, and the front of the label is used for the cuts or representation of the garments and necessary printing. Asthus printed, the label itself forms an added security against using the pat-25 tern, because, though the package may be opened without detaching the label, in order to read the directions for using the pattern it is necessary to detach one end of the label, when it is impossible to again fasten the label 30 to the package, as before stated. Moreover, by thus printing the label, as both sides of the latter are utilized, fuller directions may be given, and the representations of the garment may be larger or more immerous, owing to the 35 greater space obtained by using both sides of

With my improved method of fastening the patterns, particularly when used with my improved form of label, it is impossible to open 40 the package or examine the pattern without indicating at once that the same has been opened, and more space is obtained for the representation or cut of the garment and for the necessary directions.

What I claim as new is-

In paper dress patterns, the combination, with the pattern folded into a package, of the staple placed through the pattern from the back and turned down or elinehed on the front of the package, and of the label attached 50 by both ends to the front side of the package, so as to cover the turned down ends of the staple, substantially as and for the purposes set forth.

2. In paper dress - patterns, the combination, with the pattern folded into a package, of the staple placed through the pattern from the back and turned down or clinched on the front of the package, and of the label attached by both ends and along the edges to the front of the package, so as to cover the turneddown ends of the staple, substantially as and

for the purposes set forth.

3. In paper dress patterns, the combination, with the pattern folded into a package, of 65 the staple placed through the pattern from the back and turned down or fastened on the front side of the package, and of the label having the directions printed on the under side and attached by both ends to the front side 70 of the package, so as to cover the turned down ends of the staple, substantially as and for the

purposes set forth.

4. In paper dress patterns, the combination, with the pattern folded into a package, of the staple placed through the pattern from the back and turned down or fastened on the front side of the package, and of the label having the directions printed on the under side and attached by both ends and along the edges to the front side of the package, so as to cover the turned-down ends of the staple, substantially as and for the purposes set forth.

Signed at New York city, in the county of New York and State of New York, this 17th 85

day of May, A. D. 1887.

FRANK KOEWING.

Witnesses:

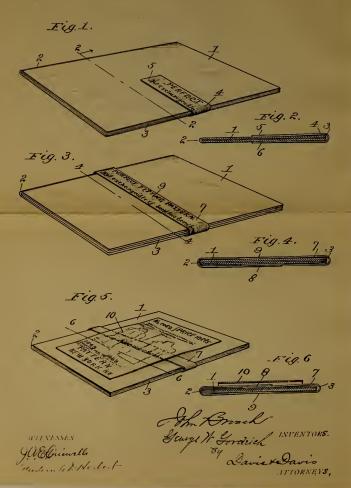
MICHAEL FENNELLY, FRANK II. SMILEY,

J. BROACH & G. W. GOODRICH.

DRESS PATTERN SEAL.

(Application filed June 17, 1902.)

(Na Model.)





UNITED STATES PATENT OFFICE.

JOHN BROACH AND GEORGE W. GOODRICH, OF NEW YORK, N. Y., ASSIGNORS TO THE INDEPENDENT PATTERN COMPANY, OF NEW YORK, N. Y., A CORPORATION OF NEW YORK.

DRESS-PATTERN SEAL.

SPECIFICATION forming part of Letters Patent No. 709,464, dated September 23, 1902. Application filed June 17, 1902. Serial No. 112,044. (No model)

To all whom it may concern:

Be it known that we, JOHN BROACH and GEORGE W. GOODRICH, citizens of the United States, residing in the borough of Manhattan, 5 county of New York, city and State of New York, have invented certain new and useful Improvements in Dress-Pattern Seals, of which the following is a specification, reference being had therein to the accompanying

10 drawings, in which-

Figure 1 is a perspective view of a folded paper dress-pattern with the sealing-band in position; Fig. 2, a sectional view taken on the line 2 2 of Fig. 1; Fig. 3, a perspective view 15 similar to Fig. 1, showing the scaling-band extending entirely around the folded pattern; Fig. 4, a sectional view taken on the line 4 4 of Fig. 3; Fig. 5, a perspective view similar to Fig. 3, showing the usual dress-pattern la-20 bel secured to the folded pattern and extending over the ends of the sealing-band and serving as a guard therefor; and Fig. 6, a sec-

tional view taken on line 6 6 of Fig. 5.

Paper dress-patterns in the form of which 25 they are usually sold are folded to form a small rectangular package, and the folds of this package are temporarily secured together by suitable means. Dealers in this class of goods allow the patterns to be ex-30 changed if they have not been opened; but it has been found difficult to devise a simple device for sealing the pattern-package to prevent evil-disposed persons from removing the seal and unfolding and using the pattern and 35 then refolding it to its original folded condition and resealing it. When thus rescaled, the dealer cannot usually detect that the pattern has been used and he receives it in exchange for a new pattern. The loss to deal-40 ers because of this fraudulent practice is considerable, and many efforts have been made to devise a sealing means whereby when the pattern-package has been opened it cannot be resealed without bearing noticeable evi-45 dence of that fact. It is a common practice to seeure the pattern in package form by

means of a fine-wire staple which is put

clenched or folded down against the paper. This form of fastening has many disadvan- 50 tages. It may with the exercise of care be removed and, after the pattern has been used, replaced to hold the package in its original folded position without leaving any easilydetected evidence of the fraud. It is fur- 55 ther objectionable in that if the ends of the staple are not carefully turned up the thin tissue-paper of which dress-patterns are usually made will be torn. Still another objection to this form of fastening is that it to punches two sets of holes through the folded pattern, and as the indicating-lines of patterns are lines of perforations of various sizes and arranged in various ways to indicate the manner of putting the garment together these 65 extra staple-perforations are apt to occur at places where their presence will create confusion, and thereby destroy the pattern.

One of the objects of this invention is to produce a sealing device simple in construc- 70 tion and which may be readily applied to the pattern-package to effectually seal the same without in the least marring it.

Another object of the invention is to provide a seal which may be readily broken 75 without the least danger of injuring the fine

tissue-paper pattern.

Referring to the various parts by numerals, 1 designates the folded pattern-packages, which as usually folded comprise two main 80 outer leaves or folds, which are integral at 2 and may be separated along the open or free edges 3 in the manner of the leaves of a book. One end of a sealing-band 4 is securely pasted or glued to the top of the package near the 85 center thereof, as at 5, and extends around the open or free edges 3 of the parts of the package, its other end being securely pasted or glued to the bottom of the folded package, as at 6. When it is desired to open the puck- 90 age, the sealing-band is broken at the free or open edges of leaves of the package without the least danger of tearing the fine tissuepaper pattern-sheet.

Because of the peculiar nature of the fine 95 through the folds of the package, its ends | tissue-paper of which dress-patterns are

709,464

formed the glue or other adhesive which is used to secure the sealing-band to the pattern will be absorbed by it, and it will be practically impossible to ungine or loosen the 5 ends of this band by moistening them without so injuring the pattern as to be easily detected.

In Figs. 3 and 4 the sealing-band 7 extends entirely around the package, its ends being 10 overlapped and pasted to the package, as at 8. In this form it is simply necessary to sever the band where it extends around the free or open edges of the parts or leaves of the package. As shown in the drawings, the hand 7 15 is pasted at one of its ends to the bottom of the package and extends thence across the free edges 3 of the parts of the package and thence around the package, its other end being overlapped and pasted or glued to the 20 end that was first secured in place. band midway its ends is pasted to the top of the package, as at 9. In this manner the package has a double seal—that is, in order to unfold the package without breaking the 25 sealing-band said band must be unglued at two points, thus rendering the seal doubly

effective. In Figs. 5 and 6 the sealing-band 7 extends entirely around the package and is pasted 30 thereto, as in Figs. 3 and 4, and as an additional security a guard sheet or strip 10 is placed transversely of the sealing-band in a position to entirely cover the ends thereof and is securely pasted to the pattern-pack-35 age to prevent access to the ends of the sealing-band. By this means any attempt to unfasten the ends of the sealing-band is prevented, and should the guard-sheet be broken or torn in such a manner as to uncover the 40 ends of the sealing-band it could be assumed to indicate that the pattern had been opened. In this form of seal it is simply necessary to sever the band at the open or free edges 3 of the parts or leaves of the package.

In the drawings the guard-sheet 10 is shown to be in the form of the usual label which is placed on pattern-packages and contains directions and other information pertaining to

the pattern.

form of a sheet and may contain the directions for the use of the pattern and any other information it may be desirable to place thereon, care being taken that the line of seversance of the sheet will be at such a point that the label will not be destroyed when the

package-seal is broken.

It will thus be readily seen that this sealing means is effective and exceedingly simfoo ple, that it will not mar the pattern when being applied, and that it may be readily broken
without the least danger of injuring the thin
tissue-paper pattern. It will also be noted
that the sealing band protects the free or open
for edges of the folded pattern and holds them
in contact with each other and retains the

formed the glue or other adhesive which is | pattern-package in a compact condition until

Having thus fully described our invention, what we claim is—

1. In a paper dress-pattern the combination with a pattern formed of thin soft tissue-paper adapted to readily absorb glue or other adhesive and folded to form a package adapted to open along one of its edges, and a severable sealing-band glued to the soft tissnepaper forming said package and extending across the open or free edges of the folded parts thereof, whereby the package will be held closed until the sealing-band be broken. So

2. In a paper dress-pattern, the combination with a pattern formed of thin soft tissue-paper adapted to readily absorb glue or other adhesive and folded to form a package, of a severable sealing-hand extending across the 85 free or open edges of the parts of the said package and being pasted or glued to the package, and a guard-sheet glued to the package outside of the sealing-band and extending over said band at its point of attachment to the pattern-package, for the purpose set forth.

3. In a dress-pattern, the combination with a pattern formed of thin soft tissue-paper adapted to readily absorb glue or other adhesive and folded to form a package, a severable sealing-band extending around the package and being pasted or glued thereto to hold said package folded, both ends of said band being secured to the same side of the package, and a guard-sheet gluod to the package and covering the ends of the sealing-band and preventing the detachment thereof.

4. In a paper dress-pattern the combination with a pattern formed of thin soft tiss. a-paper adapted to readily absorbglue or other adhesive and folded to form a package add pted to open along one of its edges, and a severable sealing-band extending around said package, one end of said band being pasted to one side of the package, the band extending thence across the free or open edges of the folded parts, and thence around the package, its other end being pasted over the end that was first secured in place, the band midway its ends being pasted to the other side of the package, whereby the package is doubly sealed and the free edges of the parts of the package are held together substantially as described.

5. In a paper dress-pattern, the combination with a pattern formed of thin soft tissuepaper adapted to readily absorb glue or other
adhesive and folded to form a package adapted to open along one of its edges, and a severable sealing-band extending around said
package one end of said band being pasted
to one side of the package, the band extending thence across the free or open edges of
the folded parts, and thence around the package, its other end being pasted over the end
that was first secured in place, the band mid-

way its ends being pasted to the other side signatures, in the presence of two witnesses, of the package, and a guard-sheet glued to this 16th day of June, 1902. the package, and covering the ends of the sealing-band, and preventing the detachment thereof, whereby the package is don'bly sealed and the free edges of the parts are held together, substantially as described.

In testimony whereof we hereunto affix our

JOHN BROACH. GEORGE W. GOODRICH.

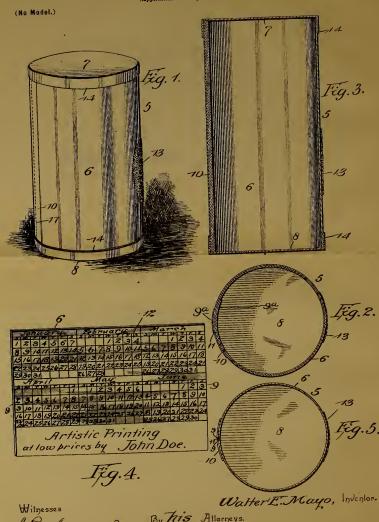
Witnesses:

CHARLES J. HARDY, J. B. HEMAY.



W. E. MAYO. CARTON.

(Application filed Apr. 1, 1899.)



A. Roy Spanning

By This Allorneys.

Camow tes

Coce No. C-3Eg Hockotatte Def EXHIBIT NO. E Filed Zerv. / J. 1816 W.M. M. VAN DYKE, Clerk OFFUTY CI. T.

United States Patent Office.

WALTER E. MAYO, OF CHICAGO, ILLINOIS.

CARTON.

SPECIFICATION forming part of Letters Patent No. 643,772, dated February 20, 1900. Application filed April 1, 1899. Serial No. 711,440. (No model.)

To all whom it may concern:

Be it known that I, WALTER E. MAYO, a citizen of the United States, residing at Chicago, in the county of Cook and State of Illi-5 nois, have invented a new and useful Carton, of which the following is a specification.

My invention relates to improvements in cartons or packages for the safe transportation and handling of merchandise in general; 10 and it is more particularly designed as a receptacle for glass articles, such as globes or chimneys for lanterns of the character disclosed in another application for patent filed by me of even date herewith.

The primary object of the present invention is to provide an improved package of the character described which is constructed in the manner to insure its ready opening and flattening out to make the package serve as 20 a means for displaying advertisements or for other useful purposes either to the merchant who handles the articles or to the purchasers thereof.

My invention comprises a carton or package 25 for transportation purposes consisting of a tubular body made from a piece of cardboard or other appropriate flexible material bent to cylindrical form to bring the edges thereof into proximity and having its proximate edges 30 united by a separable strip which is adapted to be easily and quickly severed to facilitate opening the body to its flattened condition, together with removable closures fitted to the open ends of the tubular body.

To enable others to understand the invention, I have illustrated the same in the accompanying drawings, forming a part of this speci-

fication, and in which-

Figure 1 is a perspective view of a carton 40 embodying my invention. Fig. 2 is a transverse sectional view. Fig. 3 is a longitudinal sectional view with the closures or caps fitted to the open ends of the tubular body. Fig. 4 is a perspective view of the body after its sep-45 arable strip shall have been severed and the body flattened out to a sheet-like condition. Fig. 5 is a cross-section of another embodiment of the invention.

The same numerals of reference are used 50 to indicate like parts in each of the several figures of the drawings.

The carton or package is Indicated in its en-

tirety by the numeral 5; and it consists of the tubular body 6 and the closures 78, which are fitted removably to opposite ends of said 55 body. The body is made of a single piece of flexible material, such as pasteboard or cardboard, or it may be made of light sheet metal. In making the tubular body a piece of material of the proper character and of 60 suitable size is selected, and this material is bent or rolled into cylindrical form to bring the side edges 9 of said material into abutting relation, as clearly shown by Fig. 5. The proximate edges of the tubular body are 65 united securely together by a separable strip of an easily-breakable nature 10-as, for instance, a strip of paper-and this separable strip is cemented or otherwise united to the body near its abutting edges. The separable 70 strip is provided with a longitudinal score or crease line 11, along which a sharp instrument, such as a knife, may be drawn for the purpose of dividing the strip adjacent to the abutting edges 9 of the tubular body. Before the body 6 is produced by rolling it

into the tubular form and attaching the separable strip thereto the material of the body is prepared to adapt it for service by the merchant as an advertising medium, or it may be 80 equipped with a frictiou-surface to be used by the purchaser of the article as a medium for igniting matches. As shown by Fig. 4, the body is inscribed or printed upon one side with advertising matter or with a calen- 85 dar-chart, as at 12, and the body is furthermore provided upon the opposite side with the friction-surface 13, of sandpaper or analogous material, adapted to serve as the match-

igniter. The closures 7 and 8 are provided with rims or flanges 14, and said closures are fitted to opposite ends of the tubular body for the flanges thereof to take over and protect the ends of the fastening-strip 10 and to have 95 tight frictional engagement with said body in order to hold the closures connected firmly thereto. Each closure may be constructed of paper, cardboard, or other analogous material; but when the carton is to be used in con- 100 nection with a lantern of the character disclosed in my other application the closures 7

and 8 are made of sheet metal, each struck up in a single piece, whereby the closures are

adapted to be used to form parts of the lantern structure. In the general service of the carton the closures 7 and 8 may be made of different sizes for the rim of one closure to 5 fit into the rim of the other closure to make a metallic box adapted to a variety of useful

purposes. The carton of my invention is especially services' le as a means for protecting articles 10 of glassware, such as the globes or chimneys of lanterns; but I would have it understood that the carton may be used for transportation or storage purposes of merchandise in

general. The carton affords protection to the 15 articles stored or packed therein, and after the articles shall have been removed the tubular body 6 may be cut open to enable the body to be flattened out and employed as an advertising medium, or the purchaser may 20 suspend the body in a position where the friction-surface 13 may be availed of for striking matches. The carton thus serves a twofold purpose, in that it protects the article packed therein, and after such article shall have been 25 removed the merchant may utilize the tubular body as an advertising medium or as a calendar, or the purchaser of the article may

carry away the carton and utilize the same in the manner heretofore described. In Figs. 2 and 3 of the drawings I have shown the tubular body as made from a sin-

gle piece rolled upon itself to have its edges 9° overlap an intermediate layer of the body, and over the outside lapping edge of said 35 body is applied the separable strip 10, the score or crease line of which is adjacent to the

edge 9a.

It will be understood that I do not confine myself to the use of the calendar and adver-40 tising matter as shown by Fig. 4; but in lieu of the calendar I may use an advertisement of any character whatever.

One of the advantageous features of my device is that after the carton shall have served 45 its purposes as such a structure by protecting the article packed therein all the parts of the device may be utilized for useful purposes instead of throwing away the package. The end closures are slightly different in size, so that 50 one closure may be fitted into the other in order to form a small box adapted to hold various small articles, while the body 6 may be ripped open and flattened out to serve as an advertising medium or as a match-igniter.

From the foregoing it will be noted that the blank or card from which the body 5 is formed is sprung into a cylindrical shape and held strained in such a position by the separable connection or strip, so that when such connection or strip is broken the card or blank al- 60 most completely resumes its original flat condition, whereby the same may be used at once for its advertising purpose. This is true whether the body is sprung from a blank of cardboard or sheet metal, as either of these 65 materials possesses sufficient resiliency to permit the body to spring open when the separable connection or seam is broken.

Changes in the form, proportion, size, and the minor details of construction within the 70 scope of the appended claims may be resorted to without departing from the spirit or sacrificing any of the advantages of this invention.

Having thus described the invention, what

is claimed is-

1. A carton or shipping-package comprising a flexible advertising card or sheet sprung into a cylindrical body having a longitudinal side seam extending from end to end, a temporary readily-breakable fastening-strip cov- 80 ering the side seam and holding the sheet strained in its cylindrical shape, and temporary closures removably fitting the open ends of the cylindrical body, substantially as set forth.

2. A carton or shipping-package comprising a flexible advertising card or sheet sprung into a cylindrical body having a longitudinal side seam extending from end to end, a temporary readily-breakable fastening-strip cov- 90 ering the side seam and holding the sheet strained in its cylindrical shape, and flanged closures removably fitting the open ends of the cylindrical body and taking over and protecting the ends of said fastening-strip, sub- 95 stantially as set forth.

3. A carton or shipping-package comprising a flexible advertising card or sneet sprung into a cylindrical body, a readily-breakable fastening-strip for temporarily holding the 100 card or sheet sprung in the cylindrical shape. and flanged closures frictionally held upon the opposite ends of the body and respectively of different sizes, substantially as set forth.

In testimony that I claim the foregoing as 105 my own I have hereto affixed my signature in

the presence of two witnesses.

WALTER E. MAYO.

Witnesses: J. S. CLINE,

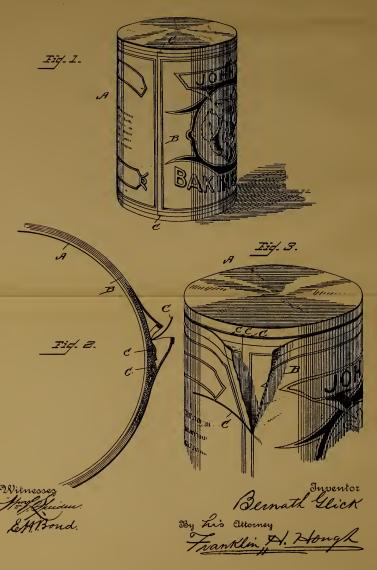
R. C. CANTERBURY.

(No Model.)

B. GLICK.
ART OF APPLYING DETACHABLE LABELS.

No. 418,122.

Patented Dec. 24, 1889.



Cole No.C-3Eq
No.C-3Eq
No.C-3Eq
No.T

Poly EXHIBIT

No. T

Filed Nov. 17 116

1V.M. M. VAN DYKE, CLETK

DEPUTY CLETK

UNITED STATES PATENT OFFICE.

BERNATH GLICK, OF KANSAS CITY, MISSOURI, ASSIGNOR TO WILLIAM M. VISER, OF CLARKSVILLE, TENNESSEE.

ART OF APPLYING DETACHABLE LABELS.

SPECIFICATION forming part of Letters Patent No. 418,122, dated December 24, 1889. Application filed July 27, 1889. Serial No. 318,892. (No model.)

To all whom it may concern:

Be it known that I, BERNATH GLICK, a citizen of the United States, residing at Kansas City, in the county of Jackson and State of 5 Missouri, have invented certain new and useful Improvements in the Art of Applying Detachable Labels; and I do declare the following to be a full, clear, and exact description of the invention, such as will enable others 10 skilled in the art to which it appertains to make and use the same, reference being had to the accompanying drawings, and to the letters of reference marked thereon, which form a part of this specification.

This invention relates to certain new and useful improvements in the art of applying detachable labels, trade-marks, advertising matter, descriptive brands, and the like to

boxes, cans, packages, bottles, &c.

Labels, trade-marks, brands, &c., have heretofore been pasted seenrely to the face of the bottle, box, or can, a single label being used in each instance, and no provision has been made for removing or changing the 25 label. This practice has been found to be objectionable, as it not unfrequently occurs that the labels become soiled or injured in handling or transporting the cans or other packages to which they are attached. It is a 30 recognized fact among merchants and business men who deal in canned and bottled goods that the appearance of the label has much to do with the marketing of the goods, and it frequently occurs that a merchant will 35 find that he is carrying in stock a large quantity of canned goods for which there is no demand, for the reason that the labels upon the cans have become soiled or shelf-worn and fly-speeked. In most instances of this

40 kind the goods themselves have not deteriorated in value, but, upon the contrary, may

have improved with age.

The object of the present invention is to obviate the objections above noted and to 45 provide a means by which a series consisting of any desired or snitable number of independent labels may be so attached to the can, box, bottle, or package that when for any reason it may be found to be desirable the 50 outer label may be removed without in any manner disfiguring or otherwise injuring the | protruding end of the wire C is grasped and

next label in the series, thus rendering it possible to revive the attractive appearance without incurring either trouble or expense.

To the above ends and to such others as 55 the invention may pertain the same consists in the peculiar combination, arrangement, and adaptation of parts, all as more fully hereinafter described, shown in the accompanying drawings, and then specifically defined 60 in the appended claim.

The invention is clearly illustrated in the accompanying drawings, which, with the letters of reference marked thereon, form a part of this specification, like letters of ref. 65 erence indicating like parts throughout the

several views, and in which drawings-Figure 1 is a perspective view of a can pro-

vided with a series of detachable labels in accordance with my invention. Fig. 2 is an en- 70 larged sectional detail view in which the outer label in the series is shown as partly removed. Fig. 3 is an enlarged detail perspective.

Reference now being had to the details of the drawings by letter, A designates the can- 75 body. Secured to the surface of the can in the ordinary manner (usually by pasting) is a A second label, which may be in every respect a duplicate of the fixed label described in respect to its general appear- 80 ance, is then drawn closely around the can. This last-described label B is not, however, provided with paste or other adhesive material, excepting that it is pasted together along its outer edges, with a small wire correspond- 85 ing in length with the width of the label placed between the two adjacent edges of the label at the point at which said edges are united, as shown at C.

The wire U serves as a means for quickly 90 and easily removing the detachable label, as

will be readily understood.

It will be seen that in the manner described any number of labels may be detachably secured to the can, one being placed above the 95 other, so that when desired the outer label in the series may be removed without in any manner injuring the remaining labels in the series.

In removing labels that have been attached 100 in the manner above described the slightlythe wire is pulled downwardly, so as to cause the same to cut or tear through the label at the point at which the ends of the same are united, and the label having been thus severed it may be readily removed from the can.

While in the foregoing specification I have described the method of attaching the detachable labels which I believe will be found to be the preferable method, still it is at once evident that the labels may be attached in a great variety of ways—such, for instance, as by pasting each label to the label beneath by a narrow line of paste or other adhesive material extending around the outer edges of

of the label. I do not, therefore, in this application confine myself to the particular method of attaching the labels, but contemplate, broadly, the use of a series of labels applied one upon another in such a manner as to permit the outer labels to be removed when desired without in any manner injuring the labels beneath.

If for any reason it should be considered desirable, each of the detachable labels may 25 be provided with a line of perforations extending across the label near its end in place

of the wires C, as will be readily understood.

I am aware that it has been proposed to form a blotter of a rolled web of blotting-paper with a pasted tearing-strip, each intergosed between two layers of a web of blotting-paper, the edge of each strip overlapping the edge of the next succeeding tearing-strip, and I do not seek to cover such construction in this application.

Having that described my invention, what I claim to be new, and desire to secure by Let-

ters Patent, is-

The herein-described improvement in the , art of applying labels, which consists in first 4c pasting a label to the can or other article, next placing another label over the first-mentioned label, folding one edge upon itself to inclose a tearing-piece, and then overlapping the other edge of said label and securing it to 45 the folded edge, substantially as described, whereby the outer edge is out of contact with the tearing-piece.

In testimony whereof I affix my signature in presence of two witnesses.

BERNATH GLICK.

Witnesses:

GORDIAN BRUCKER, E. HAYTER.

J. MARTIN & H. FIETSCH, JE. TRADING STAMP. APPLICATION FILED 007, 21, 1910.

1,004,055.

Patented Sept. 26, 1911.



Fig. 2.



Fig. 3.

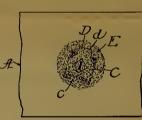


Fig. 4.

Witnesses: IS. Alfreds A. R. Wilkins _Inventors: John Martin_

Herman Fietsch Jr.

Cole
Horhstrattes
No. C.3E

Fil d 2200. 17 6

WALL VAN DEPUTY STERRE

UNITED STATES PATENT OFFICE.

JOHN MARTIN AND HERMAN FIETSCH, JR., OF CHICAGO, ILLINOIS,

TRADING-STAMP.

1,004,055.

Specification of Letters Patent. Patented Sept. 26, 1911.

Application filed October 21, 1910. Serial No. 588.307.

To all whom it may concern:

Be it known that we, John Martin and HERMAN FIETSCH, Jr., citizens of the United States, and residents of Chicago, in 5 the county of Cook and State of Illinois, have invented certain new and useful Improvements in Trading-Stamps; and we do hereby declare that the following is a full, clear, and exact description thereof, refer-10 ence being had to the accompanying drawings, and to the letters of reference marked thereon, which form a part of this specification.

This invention relates to an improvement 15 in trading stamps and consists of the matters hereinafter described and more particularly pointed out in the appended claims.

In the drawings:—Figure 1 is a perspective view of a can to which is applied a 20 label provided with our improved trading stamp. Fig. 2 is a detail plan view of a part of the label which contains the trading stamp. Fig. 3 is a rear view of the same. Fig. 4 is a plan view of a part of a label 25 provided with a slightly modified form of the trading stamp.

Our improved trading stamp is printed on the usual label applied to bottles, cans, cartons and the like. It is shown herein as 30 printed on a label applied to a can.

In the drawings A indicates a label attached to a can B, and C indicates the trading stamp which is printed on the label. The trading stamp C is printed with the 35 usual indicia indicating its value, the origin of the goods and the like.

In order that the stamp C may be detachable from the label, it is outlined by lines of perforations c by reason of which it may 40 be readily torn from the body of the label.

In that embodiment of our invention illustrated in Figs. 1 to 3, the stamp is provided with a tab or extension D, the outline of which is defined by a cut through the 45 label indicated by the unbroken line d, which severs the tab from the label except that portion of it which is joined to the stamp. This tab being disconnected from the label proper, it may be grasped by the 50 thumb and fingers, so as to tear the stamp from the label along the lines of perforation.

In the construction of the label we provide means which will prevent the rear face 55 of the stamp from adhering to the can, carton or other package to which the label is

applied. To this end we preferably print or otherwise apply to the rear surface of the label and immediately back of the stamp, an impression of a wax preparation or of 60 some oily or greasy material which will not adhere to the paste or glue used. This impression is indicated in Fig. 3 by the reference letter E. The impression E is made large enough so that it will extend beyond 65 the limits of the stamp in order to protect the stamp fully and prevent any part of it from adhering to the can.

The label and trading stamp may be used without the tab D, and in Fig. 4 is illus- 70 trated a label containing a trading stamp without such tab. C1 indicates the stamp. In this case, the lines of perforation c^1 extend completely about the trading stamp. In order to remove the stamp it is necessary 75 to take a knife or some sharp pointed instrument in order to detach one corner of the stamp from the label, after which it may be readily torn therefrom along the lines of perforation.

It is sometimes desirable for convenience of collecting, to paste trading stamps in a book. Since the rear face of the stamp described above can not be caused to adhere by the use of paste or glue, by reason of the 85 waxy or greasy impression E, the printing on the face of the stamp is duplicated on the rear side of the stamp before the wax or oily impression E is placed upon it, so that said stamp, when removed from the 90 label, may be placed in the book with its obverse face pasted to the page of the book and its reverse face exposed to view. The waxy or oily impression being transparent, the printing on the reverse side of the stamp 95 will be visible through the impression E.

Obviously, other means than that heretofore described may be provided for preventing the rear face of the stamp from adhering to the can or other package to which the 100 label is applied. For example, when applying the paste or gum to the label, the paste or gum may be omitted from the rear face of that part of the label which bears the stamp. Thus the part represented by 105 E in Fig. 3 will, in this case, be a blank space which is not covered by the adhesive by which the label is to be secured in place.

While we have mentioned the use of lines of perforation as the preferred way of 110 weakening the lines defining the stamp, it is apparent that other ways of weakening

2

said lines with like effect may be adopted and these are to be understood as included by the term "lines of perforation" when used in the claims.

We claim as our invention:

1. In combination with a label adapted to be pasted to a can or the like, a trading stamp printed on said label, and an adhesion preventing layer larger than the stamp applied to the reverse side of the label beneath the stamp, and adapted to prevent the stamp bearing part of the label from adhering to the can or the like, said label being provided with lines of perforation adapted to permit the ready severance of the stamp from the label.

2. In combination with a label adapted to

be attached to a can or the like by means of an adhesive, a trading stamp printed on said label, the printing on said stamp being 20 duplicated on the reverse side of the stamp, and transparent means covering the reverse side of the stamp bearing part of the label adapted to prevent that part of the label from sticking to the can or the like.

In testimony, that we claim the foregoing as our invention we affix our signatures in the presence of two witnesses, this 15th day

of October A. D. 1910.

JOHN MARTIN. HERMAN FIETSCH, JR.

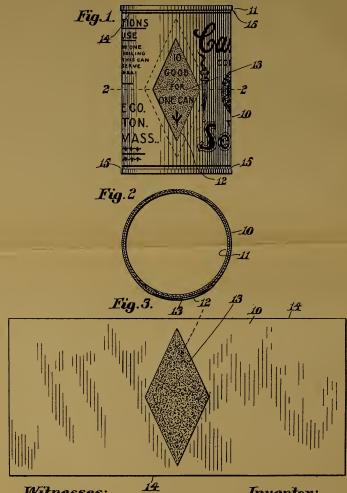
Witnesses:

CLARENCE E. MEHLHOPE, GEORGE R. WILKINS.

Copies of this patent may be obtained for five cents each, by addressing the "Commissioner of Patents.

Washington, D. C."

H. B. DUANE. COMBINED LABEL AND PREMIUM COUPON. APPLICATION FILED APR. 7, 1905.



Witnesses:

Inventor: Harry B. Duane, Harry Lombard, by Hatter Lombard, My. Cole 20.
74 ookstrattin
Ref. 74.
Nov. 17 6
GEO. W. FENIMORE

UNITED STATES PATENT OFFICE.

HARRY B. DUANE, OF BOSTON, MASSACHUSETTS.

COMBINED LABEL AND PREMIUM-COUPON.

No. 814,592.

Specification of Letters Patent.

Patented March 6, 1906.

Application filed April 7, 1905. Serial No. 254,402.

To all whom it man concern:

Be it known that I. HARRY B. DUANE, a citizen of the United States of America, and a resident of Boston, in the county of Suffolk 5 and State of Massachusetts, have invented certain new and useful Improvements in a Combined Label and Premium - Coupon, of which the following is a specification.

This invention relates to combined labels 10 and premium-coupons for packages, said labels and premium - coupons being so constructed and arranged that the latter cannot be tampered with until the packages reach

the consumer.

Recently it has become a general practice among manufacturers of many goods, particularly in the food line, to issue with each package a coupon, a certain number of said coupons being redeemable for a premium.
20 These coupons have generally been attached to the exterior of the package in such a manner that they may be easily tampered with and oftentimes never reach the consumer, or, in other words, the package purchased will 25 be found to be minus one element of its intrinsic value—i. e., the premium-coupon. To prevent this and to insure that each purchaser of a package put up by a manufacturer giving premium-coupons shall receive 30 the premium issued by such manufacturer is the object of the present invention; and it consists in certain novel features of construction and arrangement of parts, which will be readily understood by reference to the de-35 scription of the drawings and to the claims to be hereinafter given.

Of the drawings, Figure 1 represents an elevation of a package embodying the features of this invention. Fig. 2 represents a 40 horizontal section, and Fig. 3 represents a

rear elevation, of the label for said package. Similar characters designate like parts throughout the several figures of the draw-

ings.

In the drawings, 10 represents an ordinary label to be applied to a can 11 or other similar package. The label 10 is provided with an opening 12 of any suitable shape and size, and to the rear face of said label is secured a 50 premium-coupon 13 of a different color than the color of the label, so that said coupon will be conspicuous through the opening 12 in said label. The premium - coupon may be provided with any suitable lettering to dis-

tinguish its nature. The label thus prepared 55 is applied to the can, carton, or other package in any well-known manner, the edges 14 thereof abutting the lip 15 of the ends of the can, carton, or other package, so that access beneath said label is prevented. It is obvi- 60 ous that when a label is constructed in the manner described and applied to a package it would be impossible to remove the coupon without destroying a portion of the label and making the theft so apparent and conspicu- 65 ous as to be noticed by the purchaser and prevent the sale of such package.

It is preferable to secure the coupon to the rear face of the label before applying; but it is evident that the same object could be read- 70 ily obtained without so doing by simply holding the coupon in the proper position until the label is applied to the can, carton, or other package, when it would be prevented by contact therewith from displacement.

These coupons may be used in connection with the labels of packages of any size or shape and can be used on labels already printed, thus dispensing with the necessity of printing new special labels for this particular 80 purpose, with the consequent loss of all of the

labels in stock.

Having thus described my invention, I

1. The combination with a label having an 85 opening therein, of a premium coupon held in position by said label and exposed to view through said opening.

2. The combination with a labe! having an opening therein, of a premium - coupon se- 90 cured to the rear of said label and exposed to

view through said opening.

3. The combination of a package, a label therefor, a premium-coupon interposed between said package and label, the label being 95 provided with means for exposing said cou-

pon to view through said label.

4. The combination of a package, a label therefor, a premium-coupon of contrasting color interposed between said package and loo label, the label being provided with means for exposing said coupon to view through said label.

5. The combination with a label having an opening therein, of a premium-coupon of con- 105 trasting color secured to the rear of said label and exposed to view through said open-

6. The combination of a package provided with shoulders at either end, a label therefor extending from one shoulder to the other and provided with an opening therein, and a premium-coupon interposed between said label and package and exposed to view through said opening.

Signed by me at Boston, Massachusetts, this 5th day of April, 1905.

HARRY B. DUANE.

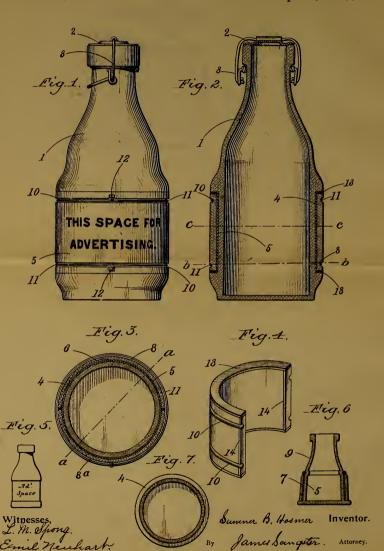
Witnesses:

Edna C. Cleveland, Walter E. Lombard

S. B. HOSMER. ADVERTISING DEVICE.

No. 566,761.

Patented Sept. 1, 1896.



Herkstratten
Def I. M. A. A. BYT

O. I.

Filed Nov. 17

O. J.

DEPUTY (

UNITED STATES PATENT OFFICE.

SUMNER B. HOSMER, OF TONAWANDA, NEW YORK.

ADVERTISING DEVICE.

SPECIFICATION forming part of Letters Patent No. 566,761, dated September 1, 1896.
Application filed January 30, 1896. Serial No. 577,335. (No model.)

To all whom it may concern:

Be it known that I, SUMNER B. HOSMER, a citizen of the United States, residing at Tonawanda, in the county of Eric and State of New 5 York, have invented certain new and useful Improvements in Advertising Devices, of which the following is a specification.

My invention relates to a new and improved advertising device, and will be fully and clearly hereinafter described and claimed, reference being had to the accompanying draw-

ings, in which-

Figure 1 represents a side elevation of a milk-bottle as a suitable means for illustrat-15 ing my invention. Fig. 2 is a vertical central section on or about line a a, Fig. 2. Fig. 3 is a horizontal section on or about line b b, Fig. 2, cutting through the advertising-paper and transparent covering portions. Fig. 4 20 represents a detached perspective view of one of the covering portions. Fig. 5 represents a side elevation showing a slight modification of my improved advertising device. Fig. 6 represents a vertical central section through 25 a milk-bottle, showing another modification of the device. Fig. 7 represents a reduced horizontal section on or about line c c. Fig. 2. the covering portions and advertising-paper being omitted.

30 My invention consists of a milk-bottle provided with removable advertisements and means for removably securing said advertisements to the bottle water-tight, so that the advertisements can be readily removed at any 35 time without injury and others put in their

place.

My invention consists also in certain details of construction, all of which will appear far-

ther on.

Referring in detail to the several parts in said drawings, 1 represents an ordinary milkbottle as a suitable means for illustrating my invention. It is provided with the usual cover 2 and wire fastening device 3.

45 Around the body of the bottie is a reduced portion forming a depression 4, in which I place a strip of paper 5, either put in, in one or more pieces, or extended around the bottle, so that the ends lap over each other, substantally as shown at 6 in Fig. 3. Under some conditions the ends at 6 may be cemented to gether. The paper with its advertisements

could then, when desired, be easily removed by cutting it down one side and releasing it.

When it is desired to protect the advertise- 55 ments, I employ a transparent cover 7 (shown in Fig. 6) or semicircular covers 8 and 8°, (shown in Fig. 6.) These covers are preferably made of glass. If in one piece, as shown in Fig. 6, I employ a slightly-tapering bottle 60 9 (but it may be substantially straight-sided, if desired) and a correspondingly-tapering covering portion 7. The advertising-paper 5, being made to fit, is passed down over the bottle first and then the glass cover 7 is put on. 65 When two covers 8 and 8° are used, they are made of the proper form to fit the depression in the body of the bottle and are provided with grooves 10, in which a surrounding wire 11 is placed and secured by twisting the ends 70 substantially as shown in Fig. 1 at 12; but a lead-seal lock, or any lock of well-known construction, may be used, and, if desired, string may be used to tie the covering portions to the bottle, which may be easily cut when re- 75 moval is required.

In Fig. 2 I have shown ring 13, of rubber, secured at the top and bottom of the depressed portions, so that when the covering portions are put on over the paper carrying advertisements a water-tight joint will be formed at these points, and to secure a tight joint where the edges of the covers meet (see Fig. 4) a strip of rubber or other elastic material 14 may be fastened to the edges in any well-85 known way by rubber or other cement, or the strips 14 may be otherwise secured between

the edges of the glass.

By the means above described an advertisement or a series of advertisements may 90 be printed upon the paper strips and secured to the bottle, and from which they can be easily removed when required and substituted by others. In lieu of the paper, a sheet of thin white rubber cloth having the adver- 95 tisements printed thereon may be used, or any well-known sheet material adapted to be removably secured to the bottle and upon which advertisements can be printed or otherwise placed thereon. If desired, the glass 100 cover 7 (shown in Fig. 6) may be omitted, and the paper 5, being secured at the edges, forms a jacket on which the advertisements are placed, and being dropped down over the bottle will remain in place without any fastening device. In this case the wire 16 (shown in said Fig. 6) may be omitted.

I claim as my invention-

1. An advertising-bottle, having a surrounding depression, in combination with a paper having an advertisement thereon, two semicircular glass-covering portions provided with grooves 10, and adapted to fit in said de-

to pression over the advertising-paper, means for removably securing the covering portions water-tight, and means for securing said covering portions to the bottle, substantially as

described.

2. In an advertising-bottle, the combina-

tion therewith of a removable sheet of material carrying advertisements transparent removable covers having grooves near the top and bottom edges, for covering the advertisements, means consisting of wires adapted 20 to fit said grooves for removably securing the covers to the bottle, and means for securing, a water-tight joint between the edges of said covers so that the same may be easily removable, substantially as described.

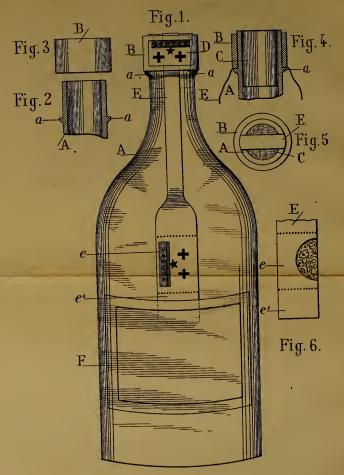
SUMNER B. HOSMER.

Witnesses:

JAMES SANGSTER, L. M. SPONG.

A. & L. BRALY.

MEANS FOR PREVENTING FRAUDULENT REFILLING OF BOTTLES, &c. No. 589,406. Patented Sept. 7, 1897.



24 Enesses. Thomas M. Smith. Tuchard C. Marcul. Andri Braly aus Louis Braly,

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United States Patent Office.

ANDRÉ BRALY AND LOUIS BRALY, OF PARIS, FRANCE.

MEANS FOR PREVENTING FRAUDULENT REFILLING OF BOTTLES, &c.

SPECIFICATION forming part of Letters Patent No. 589,406, dated September 7, 1897. Application filed April 19, 1897. Serial No. 632,771. (No model.)

To all whom it may concern:

Be it known that we, ANDRÉ BRALY and LOUIS BRALY, citizens of France, residing at Paris, France, have invented certain new and 5 Improved Means for Preventing the Fraudulent Refilling of Bottles and other Containers and Verifying the Genuineness of their Contents; and we do hereby declare the following to be a full, clear, and exact description of the to invention, such as will enable others skilled in the art to which it appertains to make and use the same, reference being had to the accompanying drawings, and to letters of reference marked thereon, which form a part of 15 this specification.

We make use of ringless bottles having a flange or shoulder a few centimeters from the top of the neck, upon which rests a transparent ring of glass or other material provided 20 with a label inside, upon which are appropriate signs the object of which will be hereinafter explained. A safety-band of paper or other material is inserted between the ring and the bottle, and one end of such band has 25 a detachable portion which reaches down as far as the middle of the bottle and is placed under the label.

This invention is illustrated in the annexed

drawings, in which-

Figure 1 shows a bottle secured in accordance with our invention. Fig. 2 is an axial section of the neck of the bottle. Fig. 3 shows the ring. Fig. 4 is an axial section showing the several parts in their respective positions. 35 Fig. 5 is a plan of the corked bottle. Fig. 6 shows the reverse side of the safety-band.

In the figures, A is the bottle.

a is the flange or shoulder upon which the ring B rests.

C is the cork.

D is a label gummed on the inside of the ring B. This label is provided with suitable signs and characters which are seen from the outside, the ring being transparent.

E is the safety-band. e is its detachable portion or label, which bears the same signs and characters as the label D.

F is the usual bottle-label.

It may be remarked that the detachable 50 portion or label e of the band E is provided on

acters which are not the same as those upon its face, as is shown in Fig. 6 of the drawings.

In applying our invention we proceed in the following manner: The bottle A being 55 filled with liquid is corked in such a manner that its cork C is flush with the top of the neck. The safety-band E is placed across the cork, as shown in Fig. 4. The ring B, which has previously been provided with its 60 label, is then placed as above described. This ring is pushed down until it rests against the shoulder a and is kept fast to the bottle by means of a suitable cement. The band E is thus pinched between the ring and the bottle 65 and covers the cork. The free end of the band, except the detachable portion e, is then pasted upon the bottle itself. The end e' of the band E is also pasted upon the bottle, and the label F is then put on in such a manner 70 as to almost completely cover the portion e'.

It has already been stated that label D and the detachable portion or label e are provided with the same signs and characters, as shown in Fig. 1. Consequently the consumer in buy- 75 ing a bottle has an easy means of assuring himself that there has been no fraud and that the label D and the band E have been applied by the same person. Moreover, there is also a second means of verification at hand. 80 It is only necessary to detach the label e, which, as has been stated, contains on Its reverse side different signs and characters fromthose on the face side, and to send this label to the firm purporting to have placed them 85 on the bottle. This firm of course preserves a duplicate of each band and can therefore easily verify the label sent to them.

Of course each band should bear a different number and stamp. Thus the labels D and e 90 bear on their front side, as in Fig. 1, the number "260,325" and a star with two crosses, and the label e bears, for example, on its reverse side a portion of an impression of a stamp, the remainder of which is preserved by the firm of 95 origin. These combinations may of course be varied indefinitely. As will readily be understood, this arrangement may be applied to all kinds of receivers. A bottle is shown as an example.

Having now particularly described and asthe reverse side with suitable signs or char- | cortained the nature of our said invention

100

and in what manner the same is to be performed, we declare, without limiting ourselves to the details of execution, which may be vatical that what we also in it.

ried, that what we claim is-

of In a device of the character described, the cambination of the container having a flange below its month or orifice, a transparent ring adapted to be supported on said flange, a stopper adapted to close the orifice or month to of the container, a safety-band passed over the upper face of the stopper and between the ring and the container, a distinctive label arranged on the inner periphery of the ring and between the ring and safety-strip, a duplicate

detachable label carried by the strip and affixed to the container below the ring, said duplicate label having on its reverse side certain concealed identification marks or symbols, substantially as and for the purposes described.

In testimony whereof we affix our signatures in presence of two witnesses.

ANDRÉ BRALY. LOUIS BRALY.

Witnesses:

· G. DE MESTRAL, EDWARD P. MACLEAN.

485

FREE!

Save Center Panel of this Label, Entire Front Reading:

"STAR BRAND CONDENSED MILK"

Bring labels to any PREMIUM STORE.—Addresses of which are given on the back of this label, or write to address below for Premium List.

BORDEN'S PREMIUM CO., INC.

44 HUDSON STREET. NEW YORK CITY.



STAR BRAND

This is pure full cream cows' milk, condensed, and preserved with refined sugar

Use in Coffee, Tea or Chocolate without diluting. For other purposes add enough water to reduce to consistency desired.

By adding one part of water to one part of the contents of this can a resulting milk product will be obtained which will not be below the legal standard for whole milk.

BORDEN'S CONDENSED MILK CO.

NEW YORK, U.S.A.

EST. 1857



SAVE THE PREMIUM COUPON ON THIS WRAPPER.

IMPORTANT. Do not exchange our Premium Coupons for trading stamps or sell them to coupon brokers for they give you only a very small return for them. We want YOU to have the full benefit. For your protection, we refuse to redeem or return any coupons received from these agents or dealers. The coupon on this wrapper is subject to the rules and conditions contained in our premium catalogues in force at the time this coupon is returned for redemption.

The list below represents only a few of our assortment of over 800 premiums, contained in our illustrated catalogue,

FOR 15 COUPONS

No.100 Child's Picture Book

157 Six Aluminum Hair Pins Twelve Wax Crayons

" 182 Tape Measure, 60 in.

" 198 Set Paper Dressing Dolls

FOR 25 COUPONS

No.200 Box of Colored Crayons
" 203 Child's Picture Book

204 Three Gold Plated Beauty

Child's Gold Filled Ring

" 229 Box of 12 Water Colors
" 231 Tube of Cold Cream

233 Crescent Scarf Pin

266 Two San-knit-ary Wash Cloths " 281 Pocket Comb in Case

FOR 35 COUPONS

No.301 Picture Book

306 Lady's Linen Handkerchief

307 Stag Handle Kitchen Knife " 308 Lady's Leather Purse

FOR 35 COUPONS

No.361 Miniature Powder Puff.

German Silver

" 369 Rubber Rattle and Teething Ring

" 370 Pair Side Combs " 371 Back Comb

FOR 50 COUPONS

No.500 Lace Bureau Scarf, 17x52 in.

" 527 Child's Ring,

Imitation Turquoise

531 Child's Adjustable Bracelet 539 Razor Strop

542 Gold Filled Wedding Ring

546 Gold Filled Circle Brooch 547 Butter Knife, Sil. Pl.

.. 548 548 "Rubberset" Toothbrush 549 "Rubberset" Shaving Brush

564 Pair of Silver Waist Pins

FOR 60 COUPONS

No.604 Lady's 3 stone Ring Brian Wood Pipe Lady Pocket Book

PREMIUM NUMBER 6:0

" 619 Pack Playing Cards

" 623 Nutpicks and Crack



FOR 100 COUPONS No.1032 Leather Cigar Case

PREMIUM NUMBER 1034

No. 1034 Infielder's Baseball Glove 1039 "Economical" Cook Book

1083 Fountain Pen 1092 Simplex "Giant

Typewriter **FOR 125 COUPONS**

No.610 Pocket Knife, 2 blades
"618 Embroidered Doily, 18 in. No.1218 Ostrich Feather 1220 Gold Filled Locket

FOR 150 COUPONS



NOT TRANSFERABLE. REDEEMABLE BY ORIGINAL CONSUMER ONLY.

DIRECTIONS. Cut out the big word OCTAGON on the other side. Do not send the whole wrapper. Describe the premium you want and give its number. Send your OCTAGONS and letter in the same package. Do not write on small scraps of paper. Send your full name, street, number and post-office address to COLGATE & CO., 30 York St., Jersey City, N. J.

CONSUMERS' PREMIUM COUPON.



No.310 Child's Gold

Filled Signet Ring, engraved with one initial

" 317 "Keepclean

Toothbrush

FOR LAUNDRY WORK, DISH WASHING,

Dissolves in Hot or Cold Water Makes & Quick Lather

Softens Herd Water

Concentrated - Economical

OGTAGON

SOAP POWDER

SAVE THE COUPON BELOW

OVER 800 PREMIUMS

SCRUBBING, ETC.

" 334 Paper Dressing Doll Set

When sending coupons to us be sure to put the correct amount of postage stamps on your envelope and address it plainly. " 339 Sterling Silver Signet Ring We will send you the premiums ALL DELIVERY CHARGES FULLY PREPAID.

" 351 Pair "Baby" Pins

" 500 50 COURDING

FOR 50 COUPONS



PREMIUM NUMBER 571 No.571 Lady's Signet Ring
" 577 Lady's Ring set with
Imitation Pearl or Turquoise

" 578 Child's Ring set with Imitation Ruby and Diamond

583 Lady's Chased Ring 585 Pearl Brooch

" 588 Pair of Men's "Paris" Garters

FOR 60 COUPONS

No.600 Gentleman's Suspenders

FOR 60 COUPONS



PREMIUM NUMBER 629 No.629 School Companion Set in Felt Case

" 651 School Companion Set in Polished Wood Box

FOR 75 COUPONS

No.701 Boy's Professional Baseball "722 Lady's 5 Stone Ring "725 Baby's Nethersole Bracelet

731 Solid Gold Baby Ring

Pocket Scissors (To size 3 only) **..** 770 Lady's Change Purse

" 779 White Lawn Apron

Write to us enclosing one wrapper for a copy of our current illustrated premium catalogue, which contains a list of more than 800 premiums to choose from-things that you wantmerchandise that is good and useful, and just what you would go to the store and spend your money for.

THIS LIST EXPIRES DECEMBER 31ST, 1017. WRITE FOR NEW CATALOGUE AFTER THAT DATE.

PREMIUM NUMBER 1528 No.1528 1/2 dozen Silver Plated

Tea Spoons " 1531 1/4 dozen Silver Plated Table Spoons

1541 1/2 dozen Silver Plated After Dinner Coffee Spoons
" 1553 Dressmaker's Shears

FOR POTS, PANS, SINKS, GLASSWARE, CROCKERY, METAL, ETC.

A perfect Scouring Cleanner with just enough dett to catch the diet, Does not Scatter and Waste



USE OCTAGON SOAP, POWDER AND CLEANSER. ALL HAVE PREMIUM COUPONS

our name and trade-mark on each wrapper. COLCATE & CO.

the has stripes or bands on its wrapper. Do not be deceived, insist on having edditional trade-mark stripes or bands on our wrappers. Only the genuine Octagon that you may not be deceived by these interior soaps, we have adopted as an popularity has been more extensively imitated than any other soap. In order The Octagon Sos 5 on account of its good quanty and SPECIAL NOTICE

before using, it will has longer and give better sausiaction,

Octagon Soap improves with age. Unwrap and put aside to dry thoroughly

illustrations of over 800 premiums 2 page catalogue THIS PREMIUM COUPON SEE OTHER REGISTERED U S. PATENT OFFICE VOID IF TO LEED, RESTRICTED OR FOR HIDDEN BY LAW IN YOUR STATE 30 complete ALLISES list and remmer

The Octagon Soap is an original idea in Soap Making, differing in many important particulars from all other Laundry Soaps.

ist .- It is the first eight sided cake ever made.

2nd.—It will, owing to its peculiar shape, lather more queckly than the ordinary shaped cakes, as it has eight sides exposed to the water instead of four.

3rd.-It just fits the hand, and thus permits you to hold it firmly when was and silved 4th.-It will dry harder and be are and thus improve more rapidly with the than any other shaped cake, as the air can more freely circulate a curd it.

5th.-It will wash as well in hard as in soft water, which to a conspicuous and exceptional merit, as most soaps will wash well only in soft water.

6th.—By cutting the cake through the middle ripe you will have two pieces which will just fit the hand, each one of which will do as much washing as an additionated 12 cz. cake.

7th.—By cutting the case of each of the three rings that encircle it, four pieces of perfumed scap, of convenient size and shape. It hand washing or ordinary tollet use are obtained.

8th. The Scap is so free from ercess of alkali, that it will not chap or redden the hands nor injure the most delicate bkin.

9th.-The Octagon Soap can be used equally well in hot or in cold water; for boiling the clothes or cleaning them in washing machines; in making a good soft soap, or in y way you may desire 10th.-The Octagon Scap will always give satisfaction, for it preserves the clothes instead of injuring them as do

the Labor. Saving Soaps and strong washing powders which in order to wash quick vare filled with strong chemicals that eat into and destroy the articles washed

HOW TO WASH CLOTHES IN HOT WATER. Soak the clothes in cold water (all night if possible.) Wring them and plunge them into boiling hot water in which Kirkman's Borax Soap has been melted. After washing, RINSE THOROUGHLY IN CLEAN WATER and hang out to dry. Quick and good work. The clothes bleached and purified. And please remember Kirkman's Borax Soap does not hurt the hands.

BLANKETS AND WOOLEN GOODS should be soaked in cold, soapy water, AND THEN RINSED THOROUGHLY IN CLEAN WATER. Most laundresses are opposed to boiling woolen clothing. The very best results are obtained by the use of KIRKMAN'S BORAX SOAP AND COLD WATER.

WHY DO THE PEOPLE LIKE IT SO MUCH?

They like Kirkman's Borax Soap because it is the best. Best in every way. It will wash clothes in either hot or cold water and it washes well and quickly, bleaching, purifying and sweetening and please remember it does not injure the skin.









HOW TO WASH CLOTHES IN COLD WATER.

First wet the clothes. Then rub on some Kirkman's Borax
Soap. Then let the clothes soak a while. After washing them
RINSE THOROUGHLY IN CLEAN WATER and hang
out to dry. Kirkman's Borax Soap sweetens, purifies and
out to dry. Kirkman's Borax

Kirkman's Borax Soap should be cut into small pieces, say four pieces to each cake, and thoroughly dried. It is made of pure materials only, and is combined with skill by most careful and reliable soap makers. Keep this always in mind—it will not hurt the skin.

FOR WASHING THE HAIR there is nothing better than Kirkman's Borax Soap. But he sure and use pure water (rain water is the best.) Make a stiff lather in the hair, then WASH OUT THOROUGHLY.



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standard borax soap on the market. Note the mild effect on the hands and softening power in hard water. IMPORTANT: Babbitt's Best Soap now contains as much Borax as any It gives excellent results in cold water

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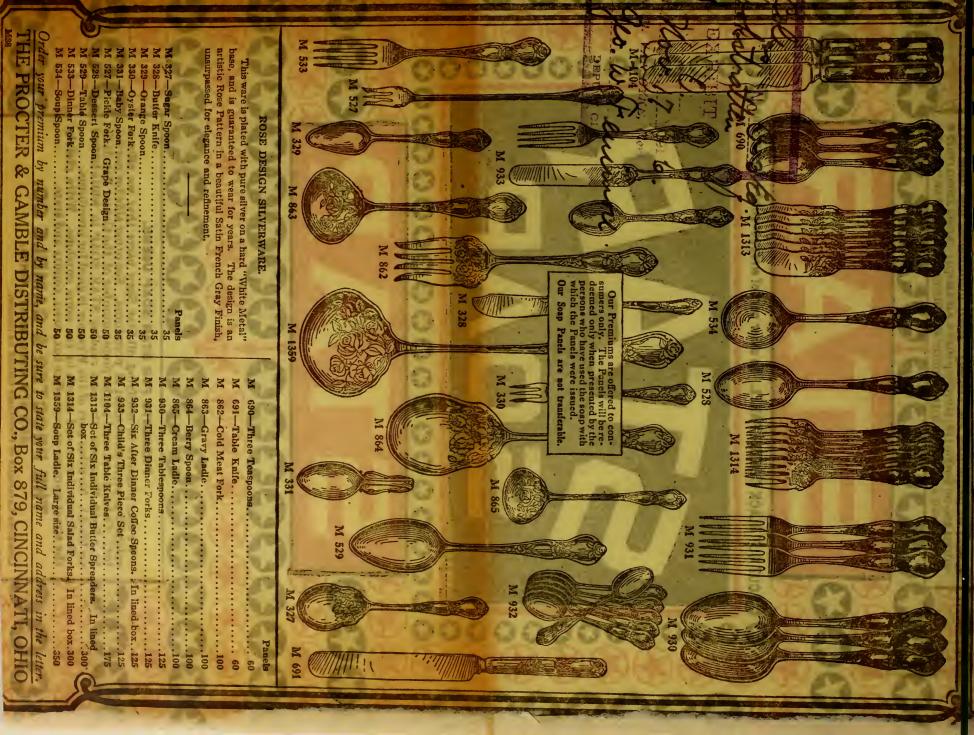
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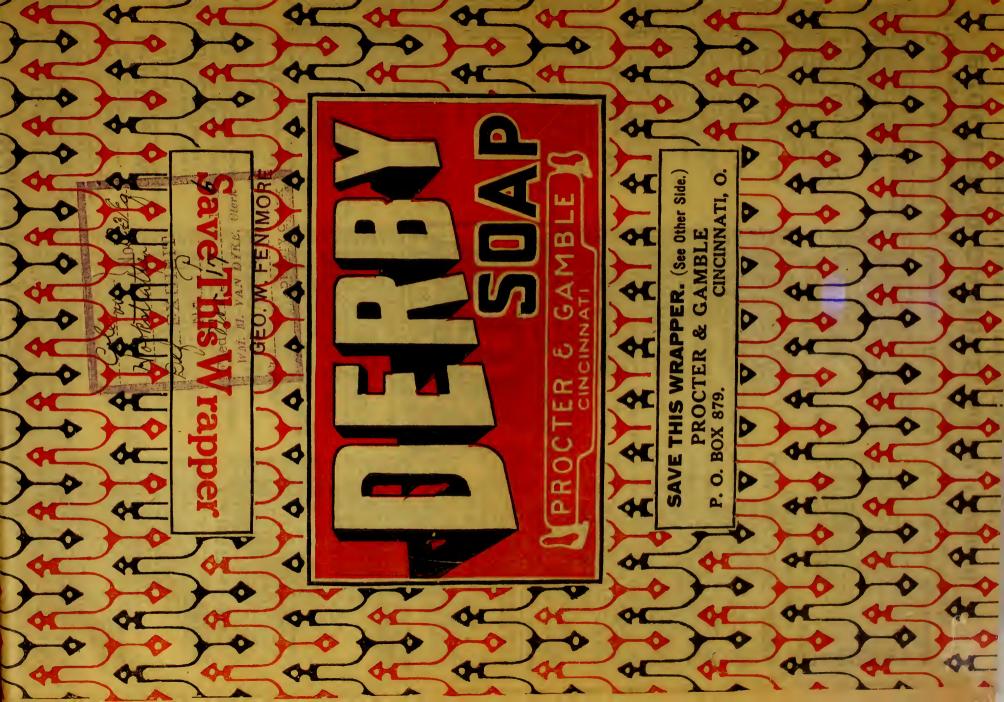
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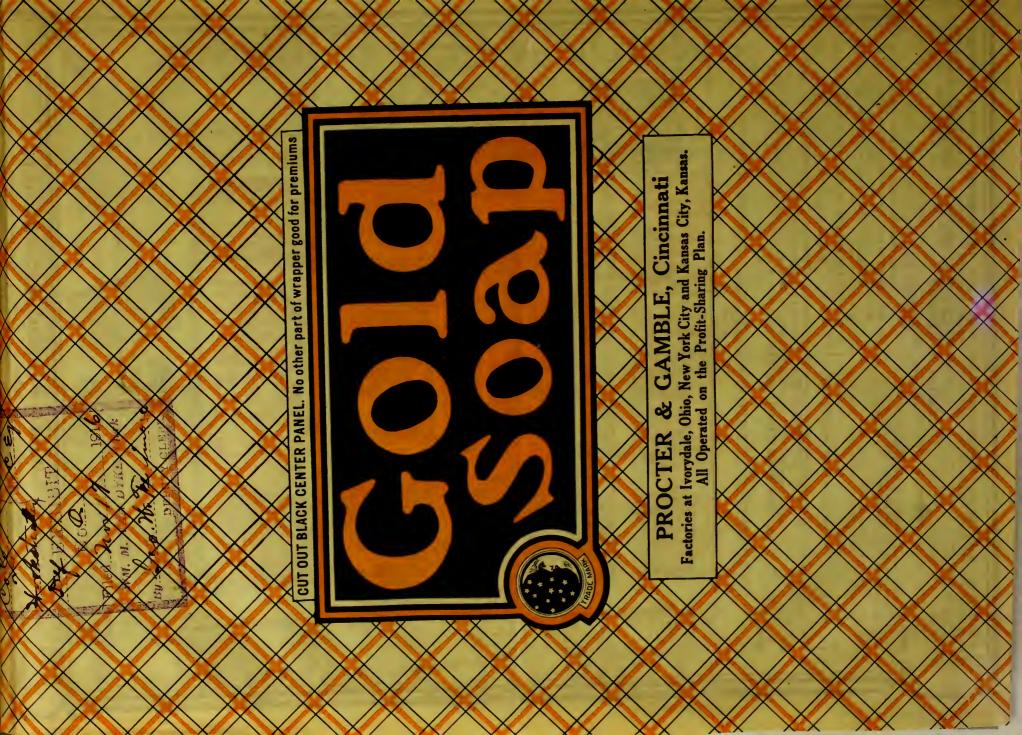
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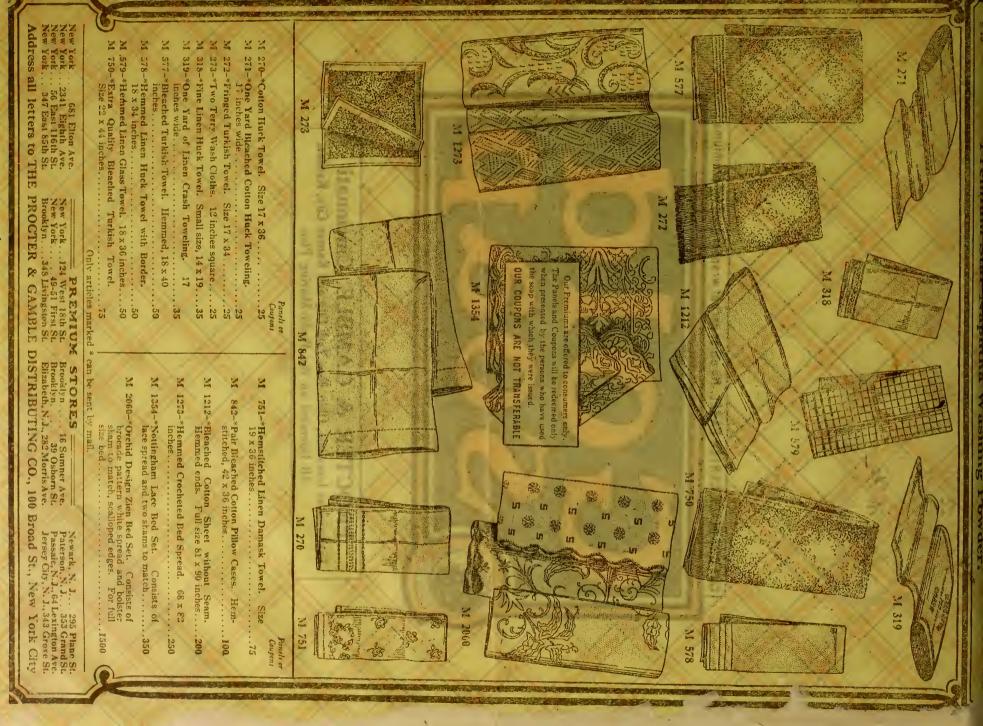
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No. 38-Emery Knife Sharpener.
No. 41-Silver-plated Pickle Fork.
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No. 50-Montt Mellick Fringed Table Mat.
14x 14. Stamped for Embroidery.
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For 50 Trade Marks.

No. 101-Silver-plated Child's Table Set. No. 102-Silver-plated Butter Knife and Sugar Shell.

103-Tea Towel. Hemmed. 18 x 36 in. 106-Sterling Silver Thimble. Assorted

No. 107-Scarf Pin. Gold-plated, coral set.
No. 110-Collar and Cuff Pins. Mother of pearl or turquoise enamel.
No. 111-Hat Pin. 7½ inches. Rose gold, assorted heads,
No. 112-Match Box. Silver-plated.
No. 113-Breast Pin. Assorted designs.
No. 113-Breast Kinife.
No. 115-Bread Kinife.
No. 116-Cake Kinife.
No. 119-Silver-plated Pie Kinife.
No. 125-Ladies' Gold Shell Band Ring, or Ladies' Ring.
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No. 436-Laundry Bag. Puck, 18 x 36. Stamped for embroidery.
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No. 204-Briar Pipe. Assorted.
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No. 205-Sard Pin.
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No. 225-Gold Shell Ring. Set with tiger eye or cameo.

No. 227-Harmonics. Two styles, No. 300-Embroidery Scissors. 3½inch. No. 304-Ladies' Pocketbook or Purse,

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No. 312-Two Silver-plated Table Knives.
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Assorted designs.
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No. 305-Ladies' Purse. Assorted colors.
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No. 310-Three Good Napkins.
No. 315-Gold Shell Ring. Set with red carbon.
No. 316-Ladies' Gold Shell Ring. Set with an assortment of stones.
No. 317-Button-hole Scissors.
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No. 318-Cuff Buttons.
No. 463-Two Silver-plated Table Spoons.
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No. 426-Ladies' 10-inch Hand Bag.
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and two handles.
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Fringed.

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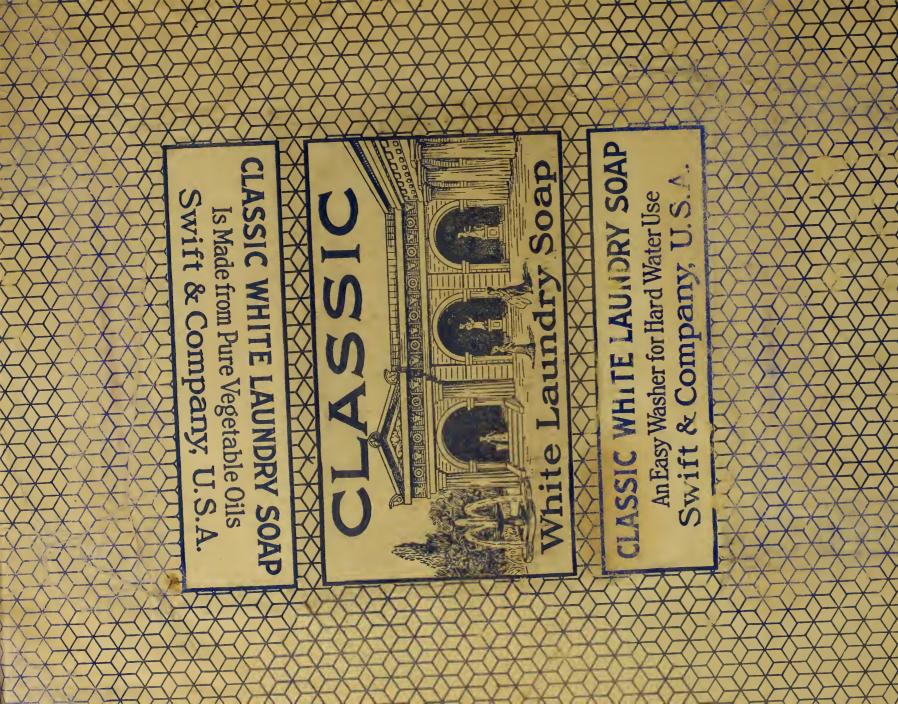
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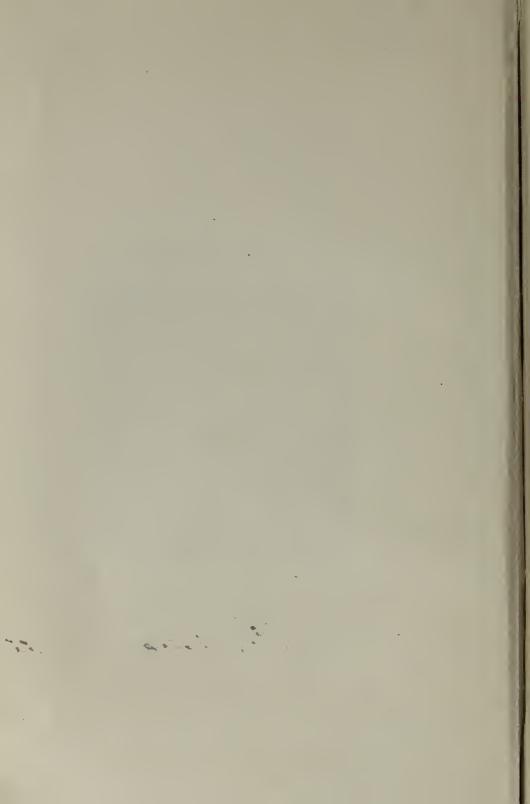
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In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Petition for Order Allowing Appeal.

Louis M. Cole, plaintiff in the above entitled cause, conceiving himself aggrieved by the final order and decree filed and entered on the 4th day of December, 1916, in the above entitled cause, whereby it was ordered, adjudged and decreed that the bill of complaint in this cause be (and the same was thereby) dismissed for want of equity at the costs of plaintiff, by his solicitor and counsel, Joseph F. Westall, Esq., hereby appeals from said decree and petitions this honorable court for an order allowing plaintiff to take and prosecute said appeal to the honorable the United States Circuit Court of Appeals for the Ninth Circuit, for the reasons and upon the grounds specified in assignments of error which are filed herewith, under and according to the laws of the United States in that behalf made and provided; and also that an order be made fixing the amount of security which plaintiff shall give and furnish upon such appeal; and that a citation issue as provided by law, and that a certified transcript of the records, proceedings and papers upon which said decree was based be forthwith transmitted to the United

States Circuit Court of Appeals for the Ninth Circuit, in accordance with the rules in equity promulgated by the Supreme Court of the United States, and the statutes made and provided, together with the exhibits on file in this case, or duly certified copies thereof.

JOSEPH F. WESTALL,

Solicitor and of Counsel for Plaintiff, Louis M. Cole. [Endorsed]: No. C-3 Equity. In the United States District Court, Southern District of California, Southern Division. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Company, a corporation, defendant. Petition for order allowing appeal. Filed Jan. 6, 1917. Wm. M. Van Dyke, clerk; by Chas. N. Williams, deputy clerk. Joseph F. Westall, attorney at law, 639 Wesley Roberts Building, Los Angeles, Cal. A 1493, Main 3551.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Assignments of Error.

Comes now the plaintiff above named and specifies and assigns the following as errors upon which he will rely upon his appeal to the United States Circuit Court of Appeals for the Ninth Circuit from the judgment and decree of this court entered on the 4th day of December, 1916:

- 1. That the court erred in holding that the Cole reissue patent No. 14,000 had not been infringed by defendants.
- 2. That the court erred in not entering a decree referring this cause to a master for an accounting.
- 3. That the court erred in not granting an injunction to restrain the defendants as prayed in the complaint.
- 4. That the court erred in dismissing the bill of complaint filed in this cause for want of equity.
- 5. That the court erred in awarding costs to said defendant.

Wherefore, the said plaintiff prays that said judgment and decree of this court made and entered on the 4th day of December, 1916, and that the bill of complaint in this cause be dismissed, and dismissing the same for want of equity at the cost of plaintiff be reversed, and that the United States District Court for the Southern District of California, Southern Division, be directed to enter a judgment and decree granting the relief prayed in the complaint.

JOSEPH F. WESTALL, Solicitor and of Counsel for Plaintiff.

[Endorsed]: No. C-3 Equity. In the United States District Court, Southern District of California, Southern Division. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Co., a corporation, defendant. Assignments of error. Filed Jan. 6, 1917. Wm. M. Van Dyke, clerk; by Chas. N. Williams, deputy clerk.

Joseph F. Westall, attorney at law, 639 Wesley Roberts Building, Los Angeles, Cal., A 1493, Main 3551.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Order Allowing Appeal.

Plaintiff having filed his petition for an order allowing an appeal in the above entitled cause from the order and decree of this court made and entered on the 4th day of December, 1916, together with his assignments of error, now, upon motion of Joseph F. Westall, Esq., solicitor for plaintiff, it is ordered that said appeal be, and hereby is allowed to plaintiff to the United States Circuit Court of Appeals for the Ninth Circuit from the said order or decree made and entered by this court on the 4th day of December, 1916, dismissing the bill of complaint in this cause for want of equity at the costs of plaintiff; and that the amount of plaintiff's bond on said appeal be, and the same is hereby fixed at the sum of two hundred and fifty (\$250.00) dollars.

It is further ordered that upon the filing of such security, a certified transcript of the records and proceedings herein be forthwith transmitted to said United

States Circuit Court of Appeals for the Ninth Circuit, in accordance with the rules in equity by the Supreme Court of the United States promulgated, and in accordance with the statutes made and provided, together with the exhibits on file in this case.

Entered this 6th day of January, 1917.

BENJAMIN F. BLEDSOE,

United States District Judge.

[Endorsed]: No. C-3 Equity. In the United States District Court, Southern District of California, Southern Division. Louis M. Cole, plaintiff, vs. Ed. G. Hookstratten Cigar Co., a corporation, defendant. Order allowing appeal. Filed Jan. 6, 1917. Wm. M. Van Dyke, clerk; by T. F. Green, deputy clerk. Joseph F. Westall, attorney at law, 639 Wesley Roberts Building, Los Angeles, Cal., A 1493, Main 3551. 4 Eq. Jl—152.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR CO. (a Corporation),

Defendant.

In Equity C-3.

Bond on Appeal.

Know all men by these presents, that Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the state of Maryland and duly licensed to transact business in the state of California, is held and firmly bound unto Ed. G. Hookstratten Cigar Company, a corporation, defendant in the above entitled suit, in the penal sum of two hundred and fifty dollars (\$250.00), to be paid to the said Ed. G. Hookstratten Cigar Company, a corporation, its successors and assigns, which payment well and truly to be made the said Fidelity and Deposit Company of Maryland binds itself, its successors and assigns firmly by these presents.

Sealed with the corporate seal and dated this 24th day of May, 1917.

The condition of the above obligation is such that, whereas the said plaintiff, Louis M. Cole, in the above entitled suit, is about to take an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, to reverse an order or decree made, rendered, and entered on the fourth day of December, 1916, dismissing the bill of complaint in the above entitled cause for want of equity at the costs of plaintiff by the District Court of the United States, for the Southern District of California, Southern Division, in the above entitled cause;

Now, therefore, the condition of the above obligation is such that if the said Louis M. Cole shall prosecute his said appeal to effect and answer all damages and costs if he shall fail to make good his appeal, then this obligation shall be void; otherwise to remain in full force and effect.

In witness whereof, the seal and signature of said principal is hereunto affixed, and the corporate name of said surety is hereto affixed by its duly authorized attorneys in fact at Los Angeles, California, this 24th day of May, 1917.

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND.

(Seal)

By Harry D. Vandeveer, (Seal)

Its Attorney in Fact.

Attest W. M. Walker, (Seal)

Its Agent.

(Seal)

State of California, County of Los Angeles—ss.

On this 24th day of May, 1917, before me, C. M. Evarts, a notary public in and for the said county of Los Angeles, state of California, residing therein, duly commissioned and sworn, personally appeared Harry D. Vandeveer, known to me to be the attorney in fact and W. M. Walker, known to me to be the agent of the Fidelity and Deposit Company of Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as attorney in fact and agent, respectively.

(Seal)

. C. M. EVARTS,

Notary Public in and for the County of Los Angeles, State of California.

Approved. TRIPPET, Judge.

[Endorsed]: Original. No. C-3. In Equity. In the District Court of the United States, in and for the Southern District of California, Southern Division. Louis M. Cole, complainant, vs. Ed. G. Hookstratten Co., defendant. Bond on appeal. Filed May 28, 1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Westall and Wallace, attorneys at law, Suite 516 Trust & Savings Bldg., Los Angeles, F 5683, Main 8508, attorneys for plaintiff.

Praecipe Under Equity Rule 75.

[Endorsed]: U. S. District Court, So. District of California, So. Div. Eq. No. C 3. Louis M. Cole vs. Ed. G. Hookstratten Cigar Co. Stipulated evidence. Filed Jun. 30, 1916. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. James R. Offield, patents, trade marks, copyrights, Monadnock Bldg., Chicago.

In the United States District Court, Southern District of California, Southern Division.

LOUIS M. COLE,

Plaintiff,

VS.

ED. G. HOOKSTRATTEN CIGAR COMPANY, a Corporation,

Defendant.

In Equity No. C-3.

Præcipe Under Equity Rule 75......

To the Clerk of Said Court:

You will please incorporate into the transcript on appeal from this court to the Circuit Court of Appeals for the Ninth Circuit, on an order allowing appeal on behalf of plaintiff made and entered on the sixth day of January, 1917, the following portions of the record of this cause in equity:

(1) The bill of complaint herein filed December 14, 1915;

- (2) The answer of defendant filed January 3, 1916;
- (3) Stipulation as to evidence filed June 30, 1916;
- (4) Stipulated evidence filed June 30, 1916 (photostat copies will be furnished to the transcript clerk);
- (5) Copies of Defendant's Exhibits "A" and "B" (file wrapper contents of Cole original and reissue patents);
- (6) The record of proceedings on the trial of this case as appearing in "Plaintiff's statement on appeal under rule 75" as filed herewith;
- (7) Copies of Defendant's Exhibits C to J, inclusive (specifications and drawings of certain patents, copies of which will be procured from the patent office and delivered to the transcript clerk);

(Note: Defendant's Exhibits K to S, inclusive, are original labels, copies of which are found in the "Stipulated evidence filed June 30, 1916," mentioned (4) supra, and need not be again copied.)

(8) Copy of Defendant's Exhibit T (a chewing gum circular published by the Zeno Manufacturing Company,—a photostat copy of which will be procured for use of the transcript clerk);

(Note: The original of Defendant's Exhibit U, x x, 4 packages of gum, being physical exhibits, will have to be sent to the Court of Appeals.)

- (9) Opinion of the court (to be hereafter filed if authorized by the court);
 - (10) Decree entered December 4, 1916;
 - (11) The assignment of errors filed herein;
 - (12) Petition for order allowing appeal herein;
- (13) Order allowing appeal entered on January 6,

- (14) Citation on appeal issued on March,
- (15) A certificate under seal stating the cost of the record and by whom paid;
 - (16) This præcipe;
- (17) The names and addresses of the parties and their attorneys;
 - (18) Bond on appeal.

Respectfully,

JOSEPH F. WESTALL.

Approved. BLEDSOE, Judge.

[Endorsed]: Original. No. In Equity C-3. In the District Court of the United States, in and for the Southern District of California, Southern Division. Louis M. Cole, complainant, vs. Ed. G. Hookstratten Cigar Company, a corporation, defendant. Præcipe under equity rule 75. Received copy of the within præcipe this 10th day of May, 1917. Ed. G. Hookstratten Cigar Co., Inc., by W. A. Pickarts, secy. Filed May 11, 1917. Wm. M. Van Dyke, clerk; by R. S. Zimmerman, deputy clerk. Westall and Wallace, attorneys at law, Suite 516 Trust & Savings Bldg., Los Angeles, F 5683, Main 8508, attorneys for plaintiff.